

REPORT

*John Miller* *Senate*

OF THE

**AUDITOR GENERAL,**

**RELATIVE TO THE EXPENDITURE OF**

**PUBLIC MONEY, UPON THE BREACH ON THE**

**PENNSYLVANIA CANAL,**

***Between Huntingdon and Hollidaysburg.***

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Printed by order of the Senate, January 14, 1840.

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HARRISBURG:

WILLIAM D. BOAS—PRINTER.

.....  
1840.

John Miller

NOTICE OF SALE

TO BE SOLD AT PUBLIC AUCTION

ON WEDNESDAY THE 10TH DAY OF

DECEMBER 1881

AT THE COURT HOUSE

IN THE CITY OF

ST. LOUIS

MO.

1881

AUDITOR GENERAL'S OFFICE,  
Harrisburg, Jan. 14th, 1840.

SIR: In compliance with a resolution of the legislature, approved the 2d day of July, 1839, I have the honor to transmit herewith, a report in relation to the accounts for the repair of the canal between Huntingdon and Hollidaysburg, during the summer of 1838.

I have the honor to remain, respectfully,

Your obt. servant,

GEO R. ESPY.

*Auditor General.*

Hon. WILLIAM T. ROGERS,  
*Speaker of the Senate.*



## REPORT &c.

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*To the Senate and House of Representatives of the Commonwealth of Pennsylvania*

GENTLEMEN:—By a resolution of the legislature approved the 2d day of July, 1839, it is made the duty of the Auditor General to ascertain the amount of money “fairly expended” for the repairs of the Juniata canal between Huntingdon and Hollidaysburg during the summer of 1838, so far as it had been done by money loaned by the late executive on credit of the state, without law, and to draw his warrant for the amount so found in favor of the United States Bank and the Harrisburg Bank, and to make report of his proceedings to the legislature.

Immediately after the approval of the resolution, the accounts of the disbursing officers, as rendered to the accountant department by James Steel, Esq. were taken up with a view of complying with the requisitions of the legislature. It was then discovered that Mr. Steel asked a credit for \$336,216 46, while he had not returned receipts in his own name for more than half that amount, the remainder being in the names of different individuals, his name not appearing on the vouchers, which, together with the loose and singular manner in which the accounts were generally kept, the discrepancy between the amount of credit asked, and the message of the late executive as recognized by the legislature in two successive acts rendered it essentially necessary for the accountant officers to have further evidence to enable them to understand the accounts submitted to them for settlement. Trusting that Mr. Steel would have it in his power to elucidate, satisfactorily, the accounts for which he asked credit of the commonwealth, I addressed him by letter, with information, that I would be at Huntingdon on the 19th of July, for the purpose of procuring such evidence as could be had explanatory of the subject, and requesting his assistance in the investigation. In accordance with this arrangement, I repaired to that place on the day named, and after seeing Mr. Steel, fixed Water Street as the place, and the 24th of July as the time to receive testimony and such evidence as could be procured relative to all the facts touching the expenditure of money, for which remuneration was asked from the commonwealth.

Mr. Steel, at first appeared at the investigation in Water Street, and I flattered myself, that with his assistance, uniting to his legal knowledge the character of a good accountant, to be enabled to comply at an early period with the requisitions of the legislature in all

its parts. Soon after the commencement of the investigation the testimony tending strongly to impeach the legality of the accounts and vouchers as rendered. Mr. Steel gave notice, through his counsel Mr. Bell, that he could take no part in the investigation—that he discharged his duty, as an officer, when he paid the money placed in his hands by the late executive, to persons producing papers purporting to be vouchers for labor performed on the “break” without regard to the fact of their correctness, and produced a letter signed “Thaddeus Stevens,” the then president of the board of canal commissioners for the purpose of establishing that fact. Mr. Steel’s refusal to assist or take any part in the investigation of the accounts rendered by himself, led to much difficulty during the progress of the investigation.

An impression got abroad, that the object of the inquiry was to compel the men, who had been engaged on the public works, to refund or pay back to the state what they receipted for more than they had actually received. This being a large sum in the gross, many gave testimony with much apparent reluctance. The difficulty was still farther increased by the county officers, who feeling it to be their duty, caused a few individuals to be arrested, who were believed from the testimony to have fraudulently obtained, or got on false vouchers, the public funds. More effectually to secure the design of the legislature, I invited to my assistance the Attorney General, and it is to be regretted that his other duties deprived the state of his legal abilities and experience in a matter in which she was so deeply interested. I was thus left to ascertain the facts in relation to the accounts, without the prospect of finding a single witness conversant with the transaction, who would not believe to a greater or less degree that he had a personal or pecuniary interest involved. As the investigation progressed this prejudice partially subsided, finally enabling me to elicit such facts, as utterly to dispel all hope of a speedy termination. Mr. Steel having declared his intention to withdraw from the investigation, and it being in testimony that the original time books as kept by the Foremen or bosses were not returned: a written notice was served on him, to produce them, with this requisition he never complied, subsequently he stated he had them not in his possession.

As the resolution directing the Auditor General to settle the accounts declares that “He shall audit and settle the accounts aforesaid upon the same principles, and in the same manner, as the accounts for the repairs and construction of the canal are settled, and according to the mode prescribed by the existing laws.” It becomes necessary for the better understanding of the testimony and this report, to give a brief description of the manner of keeping and settling the accounts on the public works.

Every person engaged in the service of the state other than salary offices, are required to have testimony of the time they were actually employed. Some are permitted to prove their own time, such as Assistant Engineers, &c. Superintendents of canal have charge of

new work and disburse money only upon estimates of the Engineer, the work being all done by contract. On finished lines the work being generally too light at any given point to contract with advantage, led to the appointment of a new set of disbursing officers, with power to have the work done either by contract or by the day. These officers are called supervisors and give bond in like manner with superintendents, to the state, for the faithful disbursement of all monies placed in their hands. As disbursing officers they are prohibited from keeping the time of the hands. When work is done by the day they are required to select a hand as time keeper, or foreman, whose duty it is to keep the time of the hands on a paper called a check roll, blanks of which are furnished by the state. To each of these check rolls, he makes deposition, stating in words written at length, the whole number of days for which the supervisor is entitled to credit from the state. For this service the foreman generally receives a small additional compensation, and is prohibited from keeping a boarding house for the hands, purchasing tools, materials or other property for the state or settling her accounts. The check rolls so made and attested are delivered to the Supervisor, whose duty it is, if he believe after a careful examination the accounts so rendered to be just, to pay each individual personally, taking their receipts upon the check roll.

This system renders it difficult to commit fraud without a combination which could be easily practised, and with but little chance of detection, were supervisors permitted to keep the time, or foremen to pay the hands. When materials, such as lumber, iron, tools, &c. are required they are purchased by the supervisor, for which a bill is rendered, including every item and to the accuracy thereof evidence is required. In some instances when the amounts are small, and the articles of the ordinary kind, the certificate of the supervisor that the account as stated is just and true and had for the use of the commonwealth, has been admitted as sufficient.

Bills and check rolls constitute the main part of the accounts in this case, and are the only kind necessary to mention at present. When an account is left with the Auditor General for settlement and an error is detected, or an omission of one of the requisitions above mentioned, it is suspended until the disbursing officer makes the necessary correction, or produces satisfactory evidence of the correctness of the account and the impossibility of complying with the usual requisition.

The system introduced by those having charge of the work during the repairs on the Juniata line in 1838—in keeping accounts—time of hands—and disbursement of money is well calculated to defy satisfactory investigation. One set of men kept the time of hands and teams—and as a general rule a different name was inserted on the check rolls returned by foremen or legal time keepers—who, so far as could be ascertained were in many instances unacquainted with the facts, being often absent from the work, and sometimes never having seen the check rolls, until presented them for their deposition and signature.

The first payment on the line was made by Mr. Steel in person, who subsequently was content by merely cashing such vouchers as were presented him, purporting to be for expenditures on the "break," or what was perhaps still more common, by advancing money to supervisors, foremen, clerks and others who were entrusted with the settlement of the accounts, the payment of the hands, and bills, for which they received a credit from Mr. Steel. This system placed the greater part of the entire expenditure under the immediate control of a great number of persons, not one of whom was or could be recognized by the state as a disbursing officer, as they had neither given bond to or received money from the commonwealth, nor taken an oath of office and therefore could not be recognized as officially responsible to this department, in conformity with the resolution under which the investigation is made.

A new and extraordinary system of furnishing provision and boarding hands was also introduced. The provision was all paid for and returned by bill, and yet the hands were required to receipt upon the check rolls for thirty cents per day more than they actually received; and as this was not universal, some men having their families on or near the line, and boarding themselves, it is beyond the reach of ingenuity to ascertain the correctness of the vouchers. By this system two accounts have been rendered for the same thing, one by bill the other by check roll. The number of days for which credit is asked is  $142,214\frac{3}{4}$  which multiplied by thirty (the amount deducted from boarder's daily wages) makes \$42,664  $41\frac{1}{2}$ . To balance this Mr. Steel in a settlement and statement of an account made by the late Auditor General and balance struck as left with me and explained by that officer, charges himself with \$22,387 91, leaving a balance of \$20,276 50, unaccounted for. To this account should be added, the provision sold from the public shantees to persons who boarded themselves, or any portion of the hands, blacksmith's bills, horse feed retained off teamster's bills, sale of lumber, and other state property, pay for the time hands and teams were hired to farmers, iron masters and others, the bills charged for boarding in addition to the check rolls when men were on the work, and the tavern bills and other expenses of those absent from the work as charged by bill. For this deficiency Mr. Steel assigned no reason, other than the allegation that the several supervisors and others appointed by him to pay the hands, did not return more. He rendered no book or satisfactory account of this item. According to his representation a part of those employed to disburse the money, were permitted to return their accounts to him on a slip of paper with figures only for the gross amount, and a part verbally; the names of the persons from whom it was retained not being returned in either case. In this item Mr. Steel's testimony does not agree with his account as filed in the Auditor General's office, nor his account current made out by himself. His testimony makes the amount received for boarding \$949 69 more than accounted for in his statement returned. The department of "commissary general of supplies" as it was called, is still if possible more difficult to understand.

In this department a number of persons were employed as principals or agents, and as many of the bills were made out in the name of the purchaser, who in many instances cannot now recollect of whom they made the purchase, it was found utterly impossible to follow up the claim or judge of the correctness of the voucher. David M'Murtrie, Jr. who was appointed to take charge of this branch, says that Mr. Peannypacker one of the canal commissioners authorized him to keep the account and bills in this way. To the correctness of many of these bills, Mr. M'Murtrie is the only person that certifies.

Neither Messrs. Steel nor M'Murtire acted under the obligation of an official oath heretofore considered requisite with disbursing officers on the public works. How far Mr. Steel can be sustained in his conclusion of the correctness and validity of the vouchers listed and returned by him is a question which can only be determined by the legislature. That there is an error in the accounts filed, appears from the face of the papers: nor does it require any other testimony to establish the fact. By adding the entire amount of the subsistence account together as returned by bill, each individual for whom credit is asked, including men, women and boys, are made to use four and a half pounds daily, or more than twice the weight used by the United States army.

If the number of days represented by the twenty thousand dollars retained by Mr. Steel be deducted, each person left on the line would have to eat and drink more than eight pounds daily to consume the entire amount for which charge is made. As some of those entrusted with the disbursement and final disposition of the public property, or property purchased with the money had from the Executive and the Banks, still have a large amount in their hands not "fairly expended" for the use of the commonwealth, it might be a question how far the resolution would warrant the payment to the banks of money still in their possession. It is found upon examination of the accounts as rendered by himself and settled by the late Auditor General, that there still is in the hands of Mr. Steel

\$5,921 45

To this must be added

949 69

Received by him for boarding, and not returned in his account:

John Whitaker, sold state property to the amount of 252 13 $\frac{1}{2}$

To which may be added the amount received by him

from the Governor

1,000 00

Nicholas Hewit has according to the testimony, a large amount in his hands for which he refuses to give an account. He sold all the property on the line after the work ceased, except the 252 13 $\frac{1}{2}$  sold by Mr. Whittaker. The tools, and kitchen or shantee furniture cost \$9,219 38. The sale made by Mr. Whittaker deducted from this leaves \$8,967 24; making in all in the hands of three men \$17,090 52. In this calculation I have probably marked the property higher than Mr. Hewit sold it for or worth to him if retained; yet as he has possession of the only evidence of the amount in his hands, which he positively refused to render—it will become neces-

sary to charge the entire amount found, leaving it to him to show the fact. In addition to the above sales of light or movable articles, Mr. Hewit sold a large amount of property along the line, such as lumber, shantees, boats &c. of which without his aid no accurate amount could be had. The above may not be all the money in the hands of the numerous individuals engaged in the disbursement of money on that line, yet it will be sufficient to call the attention of the legislature to the subject.

Another extraordinary fact that presents itself to the inquirer is the discrepancy between the message of the Executive in relation to this matter and the testimony of the disbursing officer. Governor Ritner says in his message "The whole work will cost when completed, three hundred and eighty thousand dollars—of which three hundred and thirty thousand dollars have been or will be received from the Bank of the United States, and fifty thousand dollars from the Harrisburg Bank."

At a subsequent examination Mr. Steel stated that he received from the Banks only \$301,750 and \$14,000 from the Governor; making in all \$315,750. It appears that the Governor gave to Alexander M'Connell \$3,000, and to John Whitaker \$1,000; but as there is no evidence that the two latter sums have been expended on the break they cannot be added to the first two, and is supposed to be in the hands of those two gentlemen—at the disposal of the late Executive—the banks—the commonwealth, or any one having a claim to it, at least so far as Mr. Whitaker is concerned, according to his own declaration. If these \$4,000 belong to the commonwealth, it will make the whole amount had from the Banks and the Governor \$319,750; the entire amount believed to have been had by every and all persons engaged on that line of Canal, during the "break."

Whether the excitement of the times had confused the Governor's recollection, or the message had been written prior to a knowledge of all the facts, now remains problematical. One of the evils that has arisen from the misapprehension of the Governor, is the fact, that his message led the legislature to authorise a loan for a much larger amount than it appears will be necessary to pay the banks; thus subjecting the state to unnecessary interest.

The above facts being in testimony, a statement in writing was sent to Mr. Steel, informing him of the nature of the testimony and the difficulty of settling the accounts without further evidence, and again inviting him to my assistance in the settlement thereof, leaving it to him to fix such time as would best suit his convenience. To this proposition I received no reply.

All hopes were now abandoned of being enabled to comply with all the requisitions of the legislature, embraced in the resolution.

As it was an object to arrest the interest at as early a period as possible, it became a question how far I would be warranted in applying the money loaned for that purpose to the payment of the banks specified in the resolution. For the purpose of ascertaining from the

legal authority the extent of the powers delegated, I addressed a letter to the Attorney General, to which I received the following reply :

ATTORNEY GENERAL'S OFFICE,

Harrisburg, Sept. 18, 1839.

GEO. R. ESPY Esq: *Auditor General*.—SIR: I had the honor to receive your letter dated yesterday requesting my "official opinion in writing" upon the construction of the "resolution, relative to the monies borrowed to repair the breach in the Juniata division of the Pennsylvania canal" approved the second day of July, 1839, as to whether in case the accounts mentioned in said resolution cannot be audited, and settled according to the provisions and requisitions of the same, on account of their informality; incorrectness, or otherwise, you would be justified in drawing a warrant in favour of the banks therein mentioned, for a part or the whole of the amount stated in said resolution.

It is not so easy as at first glance might be imagined to ascertain the true sense of the foregoing resolution. If it was the intention of the legislature to confine the investigation of the Auditor General, strictly to the "accounts and vouchers" produced, then it is very clear that if none of them can be allowed and settled, on account of informalties, inaccuracies or other causes no warrants for any part of the sum mentioned could be drawn by you. In that view of the subject the accounts and vouchers are the only evidence that any money whatever has been "fairly expended," and if they fail of obtaining allowance the only evidence of the fact of expenditure on which you are authorized to act fails, and of course no warrants ought to be drawn. The whole subject stands as it did before the passage of the resolution.

But the legislature proceed to say that you as Auditor General shall draw your warrants in favour of the two banks named for such sums as you shall "find to have been fairly expended in repairing said breach," and if you shall not find a sum equal to \$380,000 the amount borrowed from said banks to have been fairly expended then the payments to be made to said banks shall be *pro rata*. It would seem from these provisions that the legislature did not intend to confine your inquiries to the accounts and vouchers produced, but that you might "find what sums had been fairly expended" by other means and when so found should draw your warrant for the same.

It is to be remarked that if the accounts and vouchers are not such as are recognized by law, no presumption can arise in favour of the correctness of any item therein contained and the whole must be regarded as void. You will then turn your attention to other proof of what amount of money has been "fairly expended" and if none such exists, or has been submitted to you, I know not on what principle you can make any presumption on the subject. I think it your duty to hear whatever proof is offered at a proper time, in a

proper manner by the banks or accounting officers concerned, showing the amount fairly expended in making said repairs, but until the production of this evidence you cannot possibly ascertain the amount "fairly expended in repairing said breach," nor draw your warrant for the same. It would seem to be left to your discretion to procure or hear the evidence independent of the accounts and vouchers—in such manner as you may deem fit.

Yours with respect,

OVID F. JOHNSON,  
*Attorney General.*

As this opinion clearly denies the right to draw for any portion of the money prior to the finding of the particular items of expenditure to which it was to be applied, I was compelled to adopt the only alternative, that of referring the whole subject again to the legislature.

When the investigation commenced, no doubt was entertained of a speedy compliance with the wish of the legislature, and it is with feelings of deep regret I am compelled to refer it again to that tribunal. Committees from each house having had the subject under consideration for more than four months without being able to arrive at any satisfactory conclusion, was an additional reason to me why nothing should be left to chance, or the accounts passed on without a full and clear understanding of the same. The inference would seem to be that the committees at least suspected, what has since been partially substantiated by evidence, and which renders the vouchers of little or no use in the final settlement of their accounts. Not one fact can be clearly proved from the papers as rendered, relative to the correctness of the accounts, unless it be in those for the pay of officers engaged on the work, and many of them are uncertain, if a strict compliance with rule is adhered to, as the resolution only recognizes those who have been provided for by law or custom.

If the legislature should come to the conclusion that the vouchers, as filed in the Auditor General's office, cannot be admitted as good evidence of the amount of money "fairly expended," for the use of the commonwealth on that breach, a serious question will be presented—in what way can that fact be now ascertained? With due deference I would beg leave to suggest the appointment of one or more practical engineers, with power to examine witnesses, and directions to measure the work, with a view to the cost of repairs, in accordance with the best evidence in relation to the extent of the damages at the different points on the line, making liberal allowance for the nature, time and manner of the work, and to make report of such examination, and estimate to the legislature, which after deducting the amount unpaid can be awarded to the banks, or so much thereof as may be necessary to pay them. The extent of the breach can be pretty clearly ascertained. I am informed that a number of experienced and practical men examined the entire line, immediately after the break occurred, some of whom yet have their notes and calculations taken at that time, with a view to ascertain the extent of

injury and the cost of repairs. It is due to many persons, residing near that line to state, that a large amount still remains unpaid. No part of the expenses of the month of December has been paid and many older accounts are still outstanding. The testimony was first written out as delivered, and afterwards carefully read over to the witness who made such alterations or corrections as he thought proper, previous to affixing his signature, excepting in two or three instances where the testimony is not signed, the witnesses having left without my knowledge or before the testimony was concluded, to the accuracy of which the clerk can testify.

Having carefully re-examined the testimony herewith submitted, in connexion with the accounts as filed in the Auditor General's office. I submit the following additional reasons why the accounts are suspended.

1. Because time is charged for work which was not performed.
2. Because teams are charged in the names of persons who had no teams on the work and in some instances the amount of which is receipted without the knowledge or consent of the person in whose name the account was kept.
3. Because teams were charged at full and high prices, and the drivers time charged in a separate account.
4. Because foremen were partners in teams, one keeping time principally by bill, the other by check roll, oftentimes not in the owner's name.
5. Because public teams and hands were freely devoted to the use of private individuals and political partizans, their time being continued on the check roll.
6. Because a large amount of money is charged for getting on hands—while others were discharged for opinion's sake.
7. Because improper time was added to the check rolls at the will of those having charge to cover the expense of bringing hands from a distance, and a large amount returned by bill for the same thing, rendering it impossible to ascertain what amount has been charged for this item, or what number of days work ought to be deducted.
8. Because, time is continued for hands and teams after they had left the work.
9. Because, articles never purchased for, or used on the work are charged in the account.
10. Because, many persons were induced to receipt for money which they never received, and to which they had no claims.
11. Because, bribery was attempted for the purpose of procuring the public funds.
12. Because public property was converted to private use.
13. Because, lumber and other articles were purchased to be delivered on the line at a given place and fixed price as rendered per bill, and the contractor permitted to charge the commonwealth with the daily pay of the teams employed to deliver it, and at least in one instance, two dollars per day was charged more than the teamster re-

ceived, notwithstanding they were principally paid out of the contractor's store.

14. Because foremen and other hands bought materials provisions and tools, settled accounts, sold property or converted it to their own use, and had control of the boarding houses.

15. Because horse feed is charged to the commonwealth in addition to full pay for time.

16. Because, officers and hands received pay, and had expenses paid while travelling in different parts of the state, vicinity of the work, or in attending elections.

17. Because, many persons were hired at high prices who were neither foremen, mechanics nor even laboring men.

18. Because, foremen and others while in the public service, bought and slaughtered cattle, using the state teams and hands for that purpose, and supplying the line with meat by the pound at a high price.

19. Because, public officers having sold public property now refuse to render an account or even a bill of sale.

20. Because, materials, provisions, &c. were not all times procured at as low prices as they were offered at.

21. Because, provisions, (at least flour) fell in price, after the "break" while the charge is continued at the most advanced price to the commonwealth.

22. Because, one of the supervisors charges for three yoke of oxen for months, at \$12 per day, exclusive of the driver, when it appears he had but two yoke for weeks in succession, but one yoke of oxen on the work, and because \$6 25 per day is charged by the same person for a two horse team including the driver, which team and driver were employed in private use a great part of the time.

23. Because, the blank check rolls furnished by the state upon which accounts were kept were mutilated. The heading and certificate below being cut off, and others attached by wafers or otherwise capable of easy separation, and leaving it uncertain how many were attached when sworn to, whether teams at \$6 or \$8 were not substituted for hands at ninety five cents per day, or whether one individual may not have signed for others.

24. Because, a large amount of whiskey is charged to the commonwealth.

25. Because, the disbursing officer could not, or would not correct the accounts returned by him—and

Because, I could not designate the true from the false vouchers—or ascertain the amount "fairly expended" on that breach as directed by the resolution.

After a careful and tedious examination of the vouchers in connexion with the testimony, I cannot in the faithful discharge of my duty to the commonwealth be satisfied that the amount of money borrowed has been "fairly expended" on that line. Perhaps in the examination of public accounts, it would not be a duty to require all that strict legal evidence required in a court of Justice, yet it cannot be doubted that one who is entrusted with the settlement of the public

accounts should demand sufficient evidence from the disbursing officer, to convince the mind that the amount for which credit is asked, has been properly applied to the use of the state.

In the present case nothing has been shewn or presented me, to warrant the belief that the sum borrowed by the late Executive or a reasonable proportion thereof has been "fairly expended" in the repair of the canal between Huntingdon and Hollidaysburg, or for the benefit of the commonwealth.

The facts elicited will, it is trusted, satisfy the legislature of the necessity and propriety of the course taken, and the impossibility of complying with their requisitions contained in the resolution.

All of which is respectfully submitted,

GEORGE R. ESPY,  
*Auditor General.*

*Note.*—The following correspondence will show the legislature the amounts severally claimed by the banks:—

"HARRISBURG BANK, NOV. 1. 1839.

"*Geo. R. Espy, Esq., Auditor General:*

DEAR SIR: "In reply to your letter of the 29th inst. addressed to the President of this Institution, I have the honor to state that on the 30th of June, 1838 a loan was made to the late Executive of fifty thousand dollars to be applied to payment of repairs of the canal between Huntingdon and Hollidaysburg. Forty eight thousand seven hundred and fifty dollars of which was drawn out of the Bank—the balance say twelve hundred and fifty dollars applied to payment of six months interest."

"Very Respectfully, &c.

"H. WALTERS, *Cashier.*"

"BANK OF THE UNITED STATES }  
"October 31, 1839. }

"GEO. R. ESPY, Esq., *Auditor General.*—Harrisburg.

SIR: "I enclose by direction of the President in compliance with the request contained in your letter to him dated 29th inst., an account of the moneys advanced to the Commonwealth for canal repairs, on the drafts of the late Governor amounting with interest to this date, to two hundred and eighty two thousand four hundred and seventy six dollars, (282,476 ")

"I am very respectfully,

"Your obt. servant,

"A. LARDNER, 2d asst. Cashier.

*The Commonwealth of Pennsylvania.**To the Bank of the United State, Dr.*

For moneys advanced to the Commonwealth  
on the checks of the Governor for canal re-  
pairs, viz :

1838.		
July 27.	To cash paid Gov. Ritner's check dated 25th	
	July.....	\$50,000
Oct. 2.	.....28th Sept.	\$26,000
Do.	.....29 do.	\$50 000
29	.....26 Oct.	\$50,000
Do	.....do. do.	\$53,000
Dec. 4	.....1st Dec.	\$42,000
		<hr/>
		\$271,000

Interest at 4 per cent. to 31 Oct. 1839, viz::  
On 50, 00 from 27th July 1838 is

1y. 3m. 4d.		\$2,522,22	
" 76,00	2 Oct. " "		
1y. 0m. 29d.		3,284,89	
" 103,000	29 " " "		
1y. 0m. 2d.		4,142,89	
" 42,000	4 Dec. " "		
0y. 10m. 27d.		1,526 00	11,476,00
		<hr/>	<hr/>
		\$282,476,00	

**TESTIMONY.****JULY, 24, 1839.**

Testimony taken by the Auditor General, in pursuance of a resolution passed by the General Assembly of Pennsylvania, on the 2d day of July, 1839, relative to the expenditures of money on the Juniata division of the Pennsylvania canal, in repairing the breach between Huntingdon and Hollidaysburg.

JOHN J. TAYLOR, *sworn*—I was foreman under the canal commissioners on the Juniata break of the Pennsylvania canal, under the direction of John Whittaker. I was employed by T. Stevens, John H. Stonebreaker kept the account of my time, I was on the works from about the 9th of July to the last of November, 1838, I got \$2

per day wages. Michael Fox did not work under John H. Stonebreaker, up to the 28th day of October, he also worked only a day and a half under John H. Stonebreaker in September. I saw John H. Stonebreaker add the account of Michael Fox for the months of September and October together, they amounted to sixteen days for these two months, settled at the rate of \$1 75 per day. I did not see the money paid to Mr. Fox, Fox worked under Stonebreaker, I think, till the 13th October or the 14th. Fox worked under James K. Hampson, at the aqueduct in October, cannot tell how long. I was at work under Stonebreaker at the Water street dam in September. John H. Stonebreaker kept the accounts. Michael Fox worked but one and a half days in the month of September under John H. Stonebreaker, at the Water street dam. I saw a settlement for and an understanding between Fox and Stonebreaker for one and a half days in the month of September. I do not know when the twenty-one and a half days for Fox were carried out on Stonebreaker's check roll. This is the check roll kept by John H. Stonebreaker for September, it is in his hand writing. I was at the Water street dam the whole month of September. Michael Fox did not work under John H. Stonebreaker, the 24th, 25th, 26th, 28th and 29th days of September. He came there merely for a settlement afterwards, and was not on the public work on this job. The Michael Fox that went to work for Mr. Hampson, was the same man that worked for John H. Stonebreaker. Fox left Stonebreaker's work on the 13th or 14th of October. I do not know where he went to work after he left here. I am positive as to the fact of Fox working only one and a half days in the month of September under John H. Stonebreaker, and as to the settlement I did not examine the check roll at the time of settlement, but saw Fox's name carried out afterwards for more days than settled for. I have examined the check roll of John H. Stonebreaker, for September; know of no other persons whose work has been charged for longer time than they worked. Some of the hands boarded at a public shantee, some did not. The number of hands at work during September or October, did not exceed one hundred. As near as I can recollect, two-thirds of the hands boarded at the public shantees. The highest number of hands at work under Stonebreaker, as near as I can recollect, was eighty or eighty-five. The hands who boarded at the public shantees were charged thirty cents per day. The hands received as a general price \$1 25—a laboring hand. When the accounts of the hands were settled, the charge for boarding was retained out of their wages by Stonebreaker.

The hands receipted for the full amount of their wages on the check roll. The common labourers receipted for 30 cents more per day than they received in cash. I boarded part of the time at the public shantee—part of the time I did not. When I boarded elsewhere I paid \$2 part of time, and other time \$2 25. There was no distinction as to the price of boarding of those who received high or low wages. There were 3 or 4 bosses employed: Stonebreaker, Kieth.

Lytle, Bisben and myself. Mr. Stonebreaker attended part to the purchase of provisions. John H. Stonebreaker held the control of the provisions and articles of merchandize brought to the shantee, such as flour, meal, coffee, &c. They were partly kept in an office, partly in the shantees, and partly at Cunningham's ware-house. I presume they were kept there by the direction of Mr. Stonebreaker. I never saw any of the provisions taken away except meat some times. This disappeared, but I do not know where it went to. It was taken away by John H. Stonebreaker in small pieces. I do not know whether he accounted for it or not. He took away meat several times. It was taken away in day-light. I did not see it weighed. I should suppose Thomas Whittaker, who kept the shantee, and Cunningham, would know as to the removal of other articles. Coffee came to the shantees by the bag, and Tea by the box, at one time; and flour by the barrel, a number of barrels at a time. I know of no other incorrect items in the account of John H. Stonebreaker, other than those I have stated.

JOHN J. TAYLOR.

Sworn and Subscribed, July 24th, 1839, before GEO. R. ESPEY.

JOHN G. GENTRY—*Sworn.*

I was at work one or two months at the Water-street dam, employed by John H. Stonebreaker. The first discovery I made of the accounts being kept wrong was in my own time. John H. Stonebreaker had carried my time out on the check roll, and opposite my name on the balance sheet had charged for me \$6 20 for board for which I had only received 5 meals at the shantee. I boarded myself the balance of the time. When I came to draw my money, he wanted me to sign the check-roll and lose this. I refused to sign it the way he had it, when he called in Mr. Cunningham, who had carried out the accounts as they stood. Mr. Cunningham then told Stonebreaker to alter this account on the balance sheet and alter the check-roll.—Stonebreaker refused to do so, and I then signed the check-roll. It showed upon the check-roll as though I had received the \$6 20, which I did not receive, except the five meals. This was the first time I discovered that John H. Stonebreaker wanted to cheat the hands and charge them with what they did not get. In the August check-roll Stonebreaker has carried out 28 days and three quarters for Isaac Webb. I am positive he did not work more than 18 or 20 days at the out side. He is a dissipated character, had his washing done at my house, and always worked with me. Stonebreaker mostly settled with Webb when he was intoxicated. On the August check roll he could not have managed in any other way than by filling it out after the settlement. I lost but about half a day in the month of August. In September I think I worked 15 days.

After the 15 days, I came to settle, Stonebreaker had not a single day upon the check-roll for me. I kept my account myself, as I did not trust him after his first attempt. I was only paid for 15 days work, and did not hand in more to Stonebreaker for the month of

September. He has one day more on the check-roll for September, than he paid me. A man named M'Elroy worked  $3\frac{1}{2}$  days in August, his name is on the September check-roll. I was authorised to draw the money for him and have receipted for the above  $3\frac{1}{2}$  days. Stonebreaker has put down M'Elroy's name on the December check-roll, for which he never had worked and for which Stonebreaker paid him no money. The receipt was for \$11 25. He made him believe that he was signing the August check-roll. The December check-roll is in the hands of Henry Neff; I saw it to-day with M'Elroy's name on it for \$11 25. M'Elroy never worked more than the  $3\frac{1}{2}$  days. Neff told me M'Elroy's name was on it when Stonebreaker gave it to him. M'Elroy thought he was signing the August check-roll, for the  $3\frac{1}{2}$  days. Under M'Elroy's name in the December check-roll Stonebreaker has also \$11 25 for William Sneath, who never worked a day for the time charged in that check-roll. Sneath never worked a day in December. I knew Stonebreaker to buy a lot of wheat from Jeremiah Cunningham at \$1.50 per bushel. The selling price then was \$1.25. I wanted to buy a lot of wheat from Jeremiah Cunningham at the selling price of \$1.25. He told me that the Commonwealth would pay him \$1.50 and I could not have it. The greater part of this wheat I think was ground at Mytinger's mill.— I had spoken to Stonebreaker for a small lot of the shorts and bran at two or three different times. I told him I would allow him the market price as he would have to dispose of it in some way. He told me he intended to take it home for his own use. I made no further enquiry about it. His father came once or twice a week with a two-horse wagon and took potatoes, fresh meat, and other matters home. His brother-in-law hauled at the work with a wagon, and when he went home, usually took with him a supply of potatoes, meat, &c. from the public Shantee. About two thirds of the men boarded at the public Shantees. Old John Stonebreaker's wagon came down regularly every week or every other week. We all supposed that he was taking away the Commonwealth's provisions. This was the general opinion amongst the hands. From the time he first attempted to cheat me, I considered John H. Stonebreaker a dishonest man, and believe that he followed it up to the close of the work. A number of the hands held the same opinion. There was no labour performed on the Sabbath.

JOHN GENTRY.

Sworn and Subscribed, July 24th, 1839, before GEO. R. ESPY.

JOHN OMER—*Sworn.*

I worked with Thomas Patterson, Foreman, on Alexander M'Connell's division of the Juniata Canal. I worked during the month of September. I was on the work at the time of the General Election, I think, at the dam above Williamsburg. I left the works on Wednesday before the Inspector's Election, which was held on Friday, and went to the Borough of Huntingdon. I left at about 12 o'clock at noon, Mr. Berlin, the boss, went along. We went to Huntingdon

that night and in the morning came up to the dam, two miles above Huntingdon. There were in company with us Wm. M'Kim, Henry Weathers, James McFrane, Alexander Lowry. I think three were nine of us when we came to Huntingdon. We remained at the dam till 12 o'clock of Friday noon. The principal part of us had small bits of washing done there, such as a pair of socks, handkerchief, or a shirt. On Friday afternoon we went to Huntingdon to the Inspector's Election. There were near 200 of us marched from the dam down to Huntingdon. I cannot recollect the men's names under whose direction we were. I think Maj. Fox and Lowry were among the leaders. I returned on Friday evening to Williamsburg; some of the hands did not get back before Saturday night. Thomas Patterson, the foreman, employed us to go down to Huntingdon. We were to be paid as a matter of course. I did not know the purpose of our going down, until I discovered from the hands that the object was to put in the Inspector. Our names were put upon the check roll for the absent days. I was paid from Wednesday till Saturday night, although I worked but half a day, which was on Saturday. I was promised pay from the time I left till I should get back, and was paid. I understood by the other hands, that they got their pay also. I voted at the Inspector's election in the borough of Huntingdon. As far as I know, the rest of the men that went down, voted also. The election was held in the Register's office. To my knowledge none of the hands worked from Wednesday morning to Saturday evening. I think the bosses headed the procession as we marched into Huntingdon. A portion of the hands worked on the day of the Governor's election till the polls had been opened, then voted and returned to their work. A large portion did not. The hands all went to the election. John Mallegan was in the company that went to Huntingdon; also, John Critchlon, (Smith) John Miller, (I think.)

JOHN OMER.

Sworn and Subscribed, July 24th, 1839, before Geo. R. Espx.

JOHN VAN VLIET, *sworn*.—I saw the name of William Hill upon different check rolls of John Chapman. On the August check roll for 27 days labour. On the September check roll 23 days. October check roll 26 days. On the November check roll 30½ days. William Hill was employed under John Chapman as a driver of Chapman's team. Chapman was a foreman. I resided adjoining the shantee. I sent a letter to M'Connell the supervisor expressing it as my belief, that frauds were committed. Chapman told me that the team which Hill drove belonged to him (Chapman) Hill also told me that the team belonged to Chapman. It was always regarded as his and Chapman would always in speaking of it use the words "my team." Repairs of the team, shoeing of the horses, was all done at the expense of the commonwealth. I learnt that Chapman had sent in bills for such work. Mr. Steel the disbursing officer, also told me Chapman had sent in bills charging himself. There were four horses in the team of Chapman, generally. Never more than four. They

allowed me six dollars for a team of four horses (always including the hand. I never got extra allowance for a hand, when I furnished a team at the public works. I got a certified bill of my team. It was not placed on the check roll. I never could get the money for the certified bill, but traded it away. I have been told that Chapman got six dollars a day on the check roll for his team. Hill the teamster, told me he had also received his pay the same as the other hands, by receipting the check roll. The cause of my suspecting fraud, was that I thought a man that could be guilty of committing private frauds, would also be guilty of them against the commonwealth. Where the commonwealth was wronged, I always felt myself a party aggrieved. After I had made the complaint to M'Connell (the supervisor) Chapman was still retained as a boss. I stated to M'Connell that I believed that Chapman was drawing money from the State for his team and driver, and that the driver was drawing pay for his services, a second time. Also that the blacksmith work done for Chapman as an individual was charged to the commonwealth—and that Chapman was receiving pay for hands from the commonwealth, who were employed for him as a private individual. One of the names of these hands is Singley, another by the name of Focht. Hill boarded in the shantee, perhaps not all the time. Or at Mathew P. Brown's. Brown was employed to keep a state boarding house and received his pay from the commonwealth—At least for a portion of the boarders. I know this because the time I got my settlement Mr. Brown did also. The State furnished the provisions. He was charged with the provisions and credited with the boarding. M'Connell told me after the work was all done, he had found Chapman guilty of nearly all the charges I had preferred against him. Mr. M'Connell, told me about the beginning of December, that for every day that his (Chapman's) team had been charged to the commonwealth, they had deducted from his charges, the wages charged for the teamsters, and guessed at the other matters which I had disclosed to him and deducted those also. He said that he had settled in that way. The check rolls were passed by Hill before this conversation took place. A team which is on the check roll in the name of Fulton, and two state hands, were employed in hauling hay for their individual use. One of the horses that worked in this team belonged to John Chapman, the other to William Fulton. Fulton was foreman in the quarry part of the time. Some time after Mr. Steel had lifted the October check roll, he told me he would be glad at all times to yield any information I might require concerning alledged frauds, and he wished people to do so generally.

JOHN VAN VLIET.

Sworn and subscribed, July 24th, 1839, before GEO. R. ESPY

J. M'FREAM, *affirmed*--I was laboring as a hand upon the public works. I commenced the 4th of July, 1838, and continued until the last day, or the last day but one, of November. I received two dollars per day wages. Thomas Patterson was one of our foremen:—

I worked at different places under different foremen :—Mr. Updegraff was a foreman where I worked. It was at Spang's works on the Aqueduct. We left our jobs on Tuesday or Wednesday before the last Inspectors' Election, to go to the borough of Huntingdon. I started by myself, overtook others, and others overtook me, but cannot recollect the number. John Orner, William Barnet, Henry Withers, Alexander Lowry, (foreman) were along. I went to the big dam above Huntingdon, went to Huntingdon, there were no arrangements made for our entertainment. We came back to the dam next morning. I think I got a handkerchief washed there. Thomas Patterson, my foreman, asked me to go down. This is my name on the check-roll. I was allowed for every day of the week I was gone, except Saturday. I came home on Saturday. I worked at the dam either two or three days, worked on the flat a while, hauled stone a while, and did whatever labor I was put to. I worked all the working hours, except perhaps on the day of the election. I did not sign a check-roll at the dam above Huntingdon. Patterson told me he wished me to go to work at that dam—that it was further back than the other work. He told me he wished us to work at Huntington. Patterson did not go down with us. I had no evidence when I returned that the dam was out of danger, but there were more hands there than I considered necessary. I am acquainted with Mr. Lowry. I cannot tell how long he was at the dam above Huntingdon. He was attending to some of the hands at the work. I think it probable Patterson had two objects in view—the securing of the dam and the Inspectors' Election. After my return I went to work under Lowry again, as I had before. I expected to go to the election at Huntingdon and vote when I left work. I knew William Critchloe, a carpenter. I think he was hurt in July or August. I attended him part of the time during his sickness—cannot tell how long. I cannot tell whether I worked in the month of August. The signature on the August check-roll is mine. Thomas Patterson kept the check-roll. I know David Berlin. He was a foreman on the canal. He was not at Huntingdon to my knowledge. It was about a mile from Franklin Forge, where I was at work. I do not know that the State hands were employed on the tail race.

I was present at the putting up of one or two election poles, and took an active part in it. There were probably twenty or thirty or more present on these occasions. I do not recollect the days it was done. The persons who raised them were the State hands generally. Patterson was not present that I know of. A deduction was made for the boarding of hands. I think it was \$2 or \$2 25 a week. I never boarded in a shantee myself. I was at Williamsburg on the day of the general election. I laboured some on that day. Nathan H. Wright was at Huntingdon, while I was there. I recollect seeing him that week.

J. M'FREAM

Sworn and subscribed, July 25th, 1839, before GEO. R. ESSEX.

ALEXANDER GLENN, *sworn*.—On the 2d of July, 1838, I went to work at the dam on Nicholas Hewett's division, above Williamsburg. I continued to work till about the 11th of December—perhaps the 13th. I had horses and carts on the works. I got \$2 25 per day for a horse and cart and driver. I had two horses and carts the first week, three the second, and four the residue of the time, except when horses were lame. I boarded in the state shantee the first three weeks. I then built a shantee and boarded my own boys and myself. I lived in it five or six days, bought the stuff from the state—the stuff I was to pay twenty-two dollars per 1000 for, but there was no entry made of it on the books. William Bell, the foreman, asked me to take the state shantee. I told him I had been to a considerable expense in building my own. Bell told me the commonwealth would take it at what it had cost me. Nicholas Hewett had sent the stuff to my shantee. I told Bell I would take charge of the state shantee on condition that if the hands became disorderly he would pay them off and discharge them. I took possession of the state shantee I think on the 27th of July, before dinner, and continued to board the hands until about one month before the work stopped—the hands became scarce on the lines and were all removed to one shantee. Some of the hands slept there, but I did not board them. During the time the hands boarded with me, I attended to dealing liquor among them, and after they quit boarding I went to work myself. Bell told me he would not mind giving me \$20 per week wages, if order could be preserved. The state was to find all the provisions—I was only to serve them up. I told him that I could not stand it at \$15 per week. He told me that my time should be continued as a hand upon the check roll. From the time I commenced boarding the hands and dealing the liquor, I did not labor except getting oven wood and the like. I received \$1 25 per day on the check roll, and \$35 per month for preparing, cooking, &c. I think it was \$35. I paid all the girls. Boyd and Dean furnished meat at first when I commenced boarding the hands. Then M'Vicker, a foreman, on the section, and William Bell (a superintendent) bought a lot of cattle, and butchered for the shantees. I understood these foremen bought the cattle on their own account. I never saw it weighed, and kept no account of it myself. Some hands were taken off the public works, to assist the foremen in butchering. I cannot tell how often. M'Vicker always went with the hands when they went killing. They allowed me to sell some beef, when we had it plenty. I rendered them account—it was sold at 7 and 8 cents. There was not much sold. I some times sold coffee, sugar, molasses, bacon, fish, &c., and handed over the account. I sold it by the directions of the foremen—generally sold it to men who boarded hands. M'Vicker and Bell sold out to Boyd and Dean. M'Vicker told me he was sorry they had done so; that Bell had got scared on account of peoples' talk; that they might have made \$500 by it; they might as well have it as any body else. The hands receipted for \$1 25 on the check-roll, and \$2 10 for each deducted for board; the balance was paid over. It some-

times took the foremen  $\frac{1}{4}$  of a day to attend to their butchering—some times half a day. From 8 to 10, or 12 or 15, worked on Samuel Royers' tail race at Franklin Forge, for a number of days. They were State hands. They never changed their boarding, but continued boarding in the State shantees. Mr. Bell told me had bought all the boards and stuff of both shantees; he told me he had bought it for \$100. I think he told me he ought to have got it for \$75. I told him I thought it cost twice as much as he paid for it. He told me he had a contract for building a lock-house, and that he thought he could get stuff enough to build it. There was no public sale made of the shantees by the supervisors—no notice given that they were for sale. I think it was in the month of September that the hands worked at Royers' tail race. Anthony M'Coy, I think, was one of them; also James Dougherty, Samuel Calhoun, Charles Davis, John M'Coy, Thomas Hughes, Andrew Hazlett, Peter Dougherty, Joseph Armerman, John Dougherty. By reference to the check-rolls, I think these men worked there. I do not think they worked there more than 8 days; perhaps less than six days. The number of days they did work, they worked in succession. The State agents had no control over these hands then. Mr. McNeligh, manager at the forge, was their superintendent. They sent down to my shanty for whiskey—told them that it was out of my jurisdiction, but still sent them up the liquor can. The place they were at work was out of our division. Mr. McNeligh, the manager at the Forge, came for the liquor himself sometimes. I made no charge of this liquor to any body. I asked some of the bosses whether I might send it to them—they said yes. Royer did not pay for the boarding of the hands, to my knowledge. I do not know whether he paid the wages of the hands. These men I have mentioned, who worked at Royers' tail race, were paid by the commonwealth, and boarded at the public shantees. I think there were about 120 men at work on my division. There were perhaps 30, 35, or more, that did not board at the public shantees. The first liquor bought, was 12 barrels; it came from Henry Leamer. I understood we paid fifty cents per gallon. There was consumed on our job, about two barrels per week. This was about the average. There were three weeks in the commencement we had none. I bought five barrels from Patterson for the State, at one time. M'Vicker (the foreman) told me to take one of the carts off the works, and go down to Patterson's for the liquor. I also bought five barrels for myself, at fifty cents per gallon. I sold the State one of my barrels, at seventy cents—it had raised to that. I never lived there, except during the repair of the break. The time consumed by the cart in bringing the liquor, was allowed on the check-roll. There was no deduction made. A man by the name of Thurston Clark, and another named Abraham Hare, drove Nicholas Hewett's team (the supervisors.) Hewett's team hauled liquor from Leamer's. The drivers boarded with him when they went up to Hollidaysburg. *Thurston Clark, or Clark Thurston, had no team upon the work.* He was in the employ of Mr. Hewett, from the time he took charge of the team until after the public work

was done. *Abraham Hare did not work on our division as a hand.* M'Vicker bought in feed for Hewett's team. There was only one Alexander M'Vicker on our job. There was none other of that name on the line, to my knowledge. David Hewitt had no horse on our job in September, kept as a saddle-horse. There was no more than one horse kept as a saddle-horse. This horse belonged to M'Vicker. M'Vicker and Bell generally took a cart off the works to convey their meat to the shantee. I did not know any man by the name of Dixon, who kept a horse at our shantee. There was no such man kept a horse there.

A. GLENN.

Sworn and subscribed, July 25th, 1839, before GEO. R. ESPY.

THOMAS L. STATES, *Sworn*.—I came on the works at the head of Water Street dam, on the 3d of July, 1838, I was placed by Mr. M'Connell, the Supervisor, under Joseph Irwin, the Superintendent of that job, I remained there till the last day of November.—About the first of August Irwin was discharged as Superintendent, and James Fenlon appointed.—Mr. Irwin receipted the July check roll and paid off the hands. The wages were paid under Mr. Irwin's directions, Mr. Fenlon kept no check roll of that job for the month of July, he kept no time of the hands, nor any account of the work done, [check roll referred to of Fenlon's at Green's for July] I do not know whether Fenlon was on this work at that time, I do know James Fenlon, he was from Cambria County.—I was not here on the day of general election.—I believe the hands pretty much all went to the election—at the inspectors election, I know that four men went away from our job on Thursday and returned on Saturday—They went to the borough of Huntingdon.—I saw them at the dam above Huntingdon, and also at Huntingdon.—They were allowed their time on the check-roll.—Two of them were Henry Troxell and Patrick Braniff—the names of the other two I do not recollect.—I met Springer and Richard Tocum between the dam and Huntingdon, coming up to the dam. They told me they were coming up to take down the hands. On the July check-roll, my name appeared from the 3d. Mr. Irwin said he did not see me here before the 6th, and could not be qualified. I was allowed three days on another check-roll. I was also allowed two days when I had been to Huntingdon, at the general election. They were intended to supply two of the days I had lost in July. I was not on the public works those days. I was sent on the day of the Inspectors' election to the store of Fisher & M'Murtrie, for groceries. I was a boss under Fenlon. I discovered on the August check roll of James Fenlon, that Adam Ream had been allowed 27 days, as a laboring hand. Ream drove a team for Mr. Fenlon. I asked Esq. Law clerk for Fenlon, why it had been placed there, and whether they were allowed for their teamsters. Mr. Law replied, he thought not; he considered it wrong, but was ordered to place it upon the check-roll. I understood that this was done by Mr. Fenlon's orders. Some days the team would be divided, and two

horses supplied with a teamster. These teamsters got credit on the check-roll. It was Fenlon's team they drove. Mr. Fenlon told me that Branriff, who drove one of his teams occasionally, must be placed upon the check-roll, the same as another hand. I kept a daily check roll of the number of hands at work under me, and other bosses did the same. These check-rolls were handed to Mr. Law every evening, generally, and entered by him on the general check-roll. Mr. Fenlon was generally with us. Some times he was absent seven, eight or ten days, I was not present when Fenlon made oath to his check-rolls. The same custom as to keeping check-rolls, was observed on Mr. M'Connell's division. The duty of a foreman is to superintend the work, lay it out, and be present at the work. I suppose the hands who left our job, and went to Huntingdon to the inspectors' election, acted under Mr. Fenlon's orders. No one else could have had the authority. There were some of the State hands went to work with Mr. Hailman, in his harvest field. They were allowed their time on the check-roll for this time. Two hands harvested with Mr. Boyle, and were also allowed on the check-roll. I cannot tell whether Hailman and Boyle were charged with this or not. Barney Duffy, a foreman, it was said was to take a "drove" down to Huntingdon to the election. I do not think Barney went.

THOS: L. STATES.

Sworn and subscribed 25th July, 1839, before GEO. R. ESPY.

HENRY NEFF, *affirmed*.—This check roll (marked A) is the check roll of John H. Stonebreaker, a foreman on the Juniata breach, sworn to this day before Samuel Caldwell, Esq. The two parts of the check roll were separate a couple of hours ago, they were attached previous to Stonebreaker's making oath. The heading of the lower was cut off previous to being attached. The erasures of John McElroy and William Sneath, were made by Stonebreaker, about two hours ago. John H. Stonebreaker, I suppose, drew a pen over the \$11. 25 opposite John McElroy, and \$11. 25 opposite William Sneath, to-day, since we came here. The names of John McElroy and Wm. Sneath were crossed on this check roll by John H. Stonebreaker, since it was brought here to-day. This check roll purports to be for December, 1838. Part of the check roll was made out in my store. I cannot identify the part precisely. It was made out by John H. Stonebreaker, it is in his hand writing. I heard Stonebreaker say, that he had placed the names of John McElroy and William Sneath, upon the check roll, in my store. I did not see him place them there. It is the same oath that John H. Stonebreaker made oath to this day. The reason this check roll was left with me is, some of the laboring men wanted their pay, and in order to ascertain the time I procured the check roll. It was left with me either by Stonebreaker or Keath. I do not think the names were all put on the roll at the same time. John H. Stonebreaker told me frequently, before to-day, he would be qualified to the check roll almost any time it would suit. I think there was work done on the repairs in December, but do not recollect to

have seen it done. These two rolls were brought to me as labor done in December, when it was done I cannot tell. I did not pay John McElroy or William Sneath. I did not pay John McGarey, I think. I paid, those I did pay, out of my own funds. I have received no money on this check roll. Mr. Steel advised me to get the check roll and get the hands to sign it. I know William Sneath, I do not think he was in this neighborhood in December. At the time of the Inspectors election, Sneath got into a scrape—a warrant was taken out for him and he absconded. I do not recollect whether I was in the store when John McElroy signed his name to the check roll. To the best of my belief this is McElroy's hand writing—I could not say positively. There was no name on the check roll which Stonebreaker wanted me not to pay. Neither Wm. Sneath nor McElroy ever called on me for any pay on this check roll. Robert Lytle, Sen. was engaged on the canal some way, do not know his precise business. Provisions and bedding, and I think some shovels were got out of my store and used on the public works. Mr. Whittaker, I think, told me to let them have what they wanted. Some of the hands I paid off were indebted to me at the store. I should have had just as much reason to pay Sneath and McElroy their amounts on the check rolls as those of any others, but they never called upon me. This is the 25th July, 1839.

HENRY NEFF.

Sworn and subscribed, July 25, 1839, before GEO. R. ESPY.

HENRY NEFF—*Recalled*—[Continued.] Nicholas Hewitt, Junr. named at the head of the check-roll, was stricken out. and that of John Whittaker inserted this day by John H. Stonebreaker. This was done after the hands had signed it. I was present to-day when Stonebreaker called upon M'Elroy and wanted to know the time he had worked. M'Elroy said  $3\frac{1}{2}$  or  $4\frac{1}{2}$  days. I think these alterations in the check-roll were made afterwards, but am not positive. There are 29 names on the check-roll receipted now: no receipts have been given since it has been sworn to.

HENRY NEFF.

Sworn and Subscribed, July 25th, 1839, before GEO. R. ESPY.

JAMES GILLAM—*Sworn*. I worked on the Canal at Piper's dam under A. H. Brown, principal foreman, part of the months of August and September. Some of the proceedings I did not consider altogether right. I was sent out to buy oats. My time went on, on the check-roll, while I was out buying oats. I bought the oats for Mr. Brown, the foreman. He sent me. While I was up at Shavers-creek Samuel Musser offered to sell me 1 or 200 bushels of oats—provided I would take one beef, weighing as he supposed 400 pounds, at six cents per pound. Musser said he would engage it to be good fat beef. I told him I was not authorised to buy any beef, but that I would mention it to Mr. Brown, if he would agree to take it, word might be sent. I mentioned it to Mr. Brown on my return to the

Shantee, who said it is a hard case, that he wanted the oats badly that they were not allowed to buy beef of the farmers at 6 cents per pound, and had to pay  $7\frac{1}{2}$  to the Freedley's, butchers in Huntingdon. I heard Mr. Brown and Samuel Drake, another of the foremen, complain that they were compelled to take beef of the Freedley's, when it was not needed. The beef of Musser was not taken. Mr. Brown gave me to understand that Capt. Whittaker, the Supervisor, would not allow them to buy beef of any one but the Freedley's. His provision and manner of living at the Shantees, was very indifferent. I bought in eggs, butter, &c. The flour I don't know where it came from. I considered that there was a great deal of extravagance, more so than would be done at home by a private man. We had four bosses on one division. A. H. Brown, Samuel Drake, Wm. Hampson and William Utley. I should suppose there were from 8 to 10,000 feet of lumber in the State Shantees at that dam. I furnished part of it myself. For half priced boards I got 50 cents per 100, and was paid for hauling them there. One and a quarter inch boards \$1.25 per 100 and paid for hauling. The price of hauling allowed me was \$4.00 per day for a two-horse team. I do not know to whom the Shantees were sold, nor at what price. I lived 6 miles from the dam, but had to haul the lumber around by Huntingdon. The lumber I delivered was pretty dry. Mr. Brown gave me an order for the lumber on Major Steel. I was allowed on the check-roll, the price for hauling. Whittaker certified to the correctness of the order on Steel. I do not know whether he saw the lumber hauled. When Mr. Whittaker certified to the correctness of the bills for lumber, I do not know he had any other knowledge of the lumber having been delivered, except Mr. Brown's order. Toward the 1st of my working under Mr. Brown, he told me they had a mind to hire a parcel of young men and place them at the big dam below Huntingdon, to start a job there, in order to strengthen the Inspector's election in the borough of Huntingdon. He wanted me to go out into the country and hire as many young men as I could for that purpose: gave me to understand that I should not lose my time. I refused, as I considered it wrong.—Brown said I should procure as many as I could. There was no work going on there at that time. I understood that a number of men were to be taken off the public works and have a small bundle of clothes washed at Huntingdon, that there might be no objection made to their votes. Hands were discharged by Mr. Brown, on account of their politics, it was said by Whittaker's orders. They gave me charge of a big flat below the breast of the dam. They discharged all the Porter men. There was no other objection to them. They were as good as were on the flat.

John G. Stewart, one of the foremen above us, came down to Piper's dam, sometime in September, and asked me whether I had heard of the proclamation that came along the lines. I asked him whether it was concerning the discharge of the Porter men. He replied yes, and I said I had heard it. He asked me whether it was not a hard case; I answered it really was. He said he went to

men and told them to go and demand a settlement and not suffer themselves to be discharged—that there was no other alternative. Stewart was a foreman. Robert Stills was the principal foreman. I heard Mr. Brown say that if they could carry the inspectors election at Huntingdon, it would tell five thousand votes through the state. The general impression was that David Mutrie, Jr. was appointed commissary at Huntingdon. I heard a good deal of grumbling on the subject. I understood a lot of cattle was purchased by Freedley and Whittaker—heard it was purchased at a high price.

JAMES GILLAM.

Sworn and subscribed, July 25th, 1839, before GEO. R. ESPY.

JAMES JOHNSON, *sworn*—I had a team of four horses on the Juniata break in the months of July, August and September, at the dam below Water street, under John H. Stonebreaker, who was foreman. My team worked ten and a half days in July, twenty-five and a half or twenty-five and three quarter days in August, and as near as I can recollect, four and a half days in September. There were three different men employed by me to drive team. John Moss, John Gwin, Philip Styers. I RECEIVED *only for four and a half days pay in the month of September.* The name signed on the check roll for September, is my signature. I did not receive the fourteen and a half days as marked on the check roll—but only four and a half days. I got \$27 for that check roll in the evening. I do not know whether the marks were carried out upon the check roll. I went to Petersburg to work the 5th of September. I was doing a separate job of work after I went there, at the basin. That was a separate contract taken by Dr. Correll and myself, at a public letting. After I removed to Petersburg, I think my team did about one and a half days work on the state work, which is included in the four and a half days I have mentioned. I do not know how it came to be carried out \$4 on the check roll, when I received but \$27. John H. Stonebreaker paid me the money. When I got the money it was about as late as it was possible to do work without a candle.

JAMES JOHNSON.

Sworn and subscribed, July 25, 1839, before GEO. R. ESPY.

JOHN S. M'ELROY, *sworn*—I was engaged on the public works under John H. Stonebreaker. I worked either three and a half or four and a half days, some time in August. I gave John Gentry an order for the amount due me on the August check-roll. Gentry receipted it for me. That was all the work I done—these three and a half or four and a half days. I saw to-day, in the hands of Henry Neff, the check roll of Stonebreaker for the month of December, on which my name stands with \$11 25 appended. The pay for the three and a half or four and a half days, included all the time I had been engaged upon the public works. I signed the December check-roll, produced here by Mr. Henry Neff. I never received one cent of the \$11 25 charged in that check-roll against the commonwealth. Stonebreaker called me into Mr. Neff's store, and said, you have

never signed this check-roll. I asked him whether Gentry had not signed it: he said yes, but he said he wanted me to sign it. I asked him why? he replied his business could not be settled until I signed this check-roll. I asked Stonebreaker whether he had the August check-roll there: he said he had. I signed my name. My impression from what Stonebreaker told me was, that I was signing the August check-roll. He said nothing about \$11 25. I did not scratch my name, and the marks and compensation opposite, off the December check-roll. I did not authorize any one to do it. I think it was in December that Stonebreaker called me in, and I signed that check-roll.

JOHN S. M'ELROY.

Sworn and subscribed July 25th, 1839, before GEO. R. ESPY.

WILLIAM SNEATH, *sworn*—I did not work in December last under John H. Stonebreaker. I worked some time in August, but not in December. I was paid off for what I worked in August, and signed the August check-roll. I did not receive the money until Saturday before the election in October. *I did not work under Stonebreaker in September.* I was not here in that month at all. I did not receive the \$19 50 on the September check-roll. I made my mark on one check-roll, but only received \$4 50 on it. James and George, my brothers, and myself received either \$17 or \$23 for all the work we done under Stonebreaker, except the \$4 50 I have mentioned. I am confident that the \$19 50 charged on John H. Stonebreaker's check-roll for September, was not received by me, or any one for me, nor any part of it, as I was not here at all in September. I was chopping wood for Shounoucer and Royer, at the Cove Forge, this side of Williamsburg, during that month. I did not know, until I saw it to-day, that Stonebreaker had put me down in his September check-roll for thirteen days. I never thought the like that my name was in the September check-roll at all.

WILLIAM SNEATH.

Sworn and subscribed July 25th, 1839, before GEO. R. ESPY.

THOMAS WHITTAKER, *sworn*.—I was employed on the Juniata break of the Pennsylvania canal last summer. On the division of which William Reed was supervisor. John H. Stonebreaker was the foreman. I commenced about the 7th of July. My business was to keep the shantee. I did not serve as a day labourer. John Whittaker and James Steele came to the shantee to pay part of the 1st month. They then allowed me the same pay as a common labourer, viz: \$1,25 cents per day, deducting 30 cents for boarding. Mr. Steel paid us part of the first month. He was to be back monthly to pay off the hands. I did not see him on the work afterwards. My name and receipt were always placed upon the check roll. John H. Stonebreaker said he wondered why Steel did not bring the money, and would occasionally go to Huntingdon. On his return he would generally say, that he had got a little money and pay it out to

some of the hands. Stonebreaker generally said that he was scarce of money till Steel would come up. Samuel Steel the clerk of James Steel came up once with a velice, he said it contained money. Samuel Steel slept in the room with us that night. Samuel Steel paid no money to the hands. He left it with John H. Stonebreaker. I did not know, whether John H. Stonebreaker paid it out. He might have paid out some of it. I went to Huntingdon frequently while I kept the shantee. I went often on my own business. John H. Stonebreaker told me he had never deducted me any time,—that I was privileged. I generally asked him, when I went away, whether he would deduct any time, he told me he would not, and at the final settlement he told me he had made no deduction. Provisions were generally kept at the ware house. A short distance from the shantee. I had the key at first, but after some time John H. Stonebreaker took it. There was fish, flour, bacon, &c. in the ware house. Stonebreaker would generally send one of the hands for provisions. John H. Stonebreaker generally took things to his own house from the ware house. He took any thing home he wanted. Every Saturday evening he took meat. Whenever we got a hog, he would select choice pieces for himself and take them home. Frequently John H. Stonebreaker's son came down with his fathers team he would load it with provisions and take it home. I recollect of his taking a bag of coffee. These provisions had been bought for the use of the commonwealth. John H. Stonebreaker lived about six and three quarters of a mile from the shantee. John H. Stonebreaker went to Huntingdon, bought coffee, &c. at Mr. Mutrie's and Fisher's store, and took it home. The cart that he used was one of those employed on the state works. The bag of coffee he took home was one of the largest size.

*Old John Stonebreaker had at no time a team upon the public works.* I do not know that he ever owned one. John H. Stonebreaker at one time assorted the potatoes in the Ware-house and Shantee. He took home a barrel of potatoes at one time. A large quantity in a bag at another time, and all the seed potatoes. I know a man by the name of Michael Fox; he was a very quarrelsome fellow, and I refused boarding him in the Shantee. He was at work under John H. Stonebreaker. I do not think he could have been there a week. I am confident that old John Stonebreaker had not a horse and cart on, or employed upon, the public works. I live within five miles of old Mr. Stonebreaker. In the summer of 1838, some of the hands were taken off the public works to the farm of George Davis.—Stonebreaker said, Davis is a damned clever fellow and we must give him some hands. They were gone a few days. I remember William Griffin and I think William Burke. I am not certain of Burke. I cannot recollect the number. They went by the direction of John H. Stonebreaker. Burke was a carpenter. Griffin was a carpenter also. I do not know the price given to carpenters on the public works. The general price paid to a man that works in harvest was 75 cents. John H. Stonebreaker had no horse and cart on the public works at any

time whatever. I was on the work during the whole time. If Stonebreaker would have had a horse and cart employed on the public works, I must have known it. He had no horse and cart there during the month of July, and at no other time. I am certain John H. Stonebreaker did not perform the service with the horse and cart, for which he has receipted \$20 25 upon his check-roll. I never knew John H. Stonebreaker to own a horse and cart. I knew John Coonrod: he is a brother-in-law of John H. Stonebreaker. He hauled stones at the Water-street dam. He had a very indifferent team. There were two horses in it. This was the only team that John Coonrod had upon the public works. There was but one John Coonrod on this work. He always drove his own team. John H. Stonebreaker never drove a team on the public works. I know that there were hands taken away from here to the Huntingdon dam, to carry the Inspector's election in Huntingdon. Two of them I recollect were Samuel Shaffer and Peter Shaffer. They were gone about 3 days. Those that went started before day light on Thursday morning. I cannot tell the day they returned. I saw one of the States hogsheads in John H. Stonebreaker's cellar. It was one of those which were in the Ware-house. I do not know what it contained. There never was a barrel of flour brought from John H. Stonebreaker's house down to the Shantees—not a pound that I know of. I bought part of a barrel of flour from John H. Stonebreaker, at our settlement, after the public work had been finished. He gave me flour to the amount of four dollars or upwards. The flour was in the public shantee. John H. Stonebreaker took the boards of the carpenter's shed home to his house. There was no sale of lumber after the work was done. I am confident there was no man calling himself John Williamson at work under John H. Stonebreaker.—John H. Stonebreaker had two hogs killed by the State hands at the public shantee, and taken home to his house. They were got, I believe, from Mr. Fetterhoff.

THOMAS H. WHITTAKER.

Sworn and Subscribed before GEO. R. ESPY.

ROBERT LYTLE, *sworn*.—I was in Cincinnati at the time the break occurred. After, my return Mr. Whitaker superintendent, requested me to attend occasionally and superintend the job. I was to receive \$2 per day for the time employed. I was not on the work all the time. I think I continued in November. I think in August I attended nearly every day. In September, I think I must have been there nearly all the time. It was my place to see that the work was well done. It was both stone and wood work that I superintended. John Smiley was at work at the aqueduct. Adam Kieth at the dam. Both master masons. I never worked at stone masonry. I cannot say that I understood mason work particularly well. I think Mr. Taylor had charge of the dams, as one of the bosses. I made objections to some of the lock work, and frequently gave them my advice. At the aqueduct job I took no control of the wood work as I did not consider myself a good judge of that kind of work. I was spoken to by Mr. Bailly

the engineer on the line, to serve. I never had any intimation that the Canal Commissioners wanted my appointment. I never kept the time of the hands. I handed the account of my time to John H. Stonebreaker. He was manager at the dam. Mr. Stonebreaker paid me, I think three times. I think I gave Mr. Steel orders to receive at two other times. I had no other duty assigned me, but occasionally went for stuff. I never acted as clerk for the supervisor, Mr. Whittaker. I have not been engaged in any business for some time. I was two or three days at Huntingdon at the August court. I was not paid for that time. During the time I was employed upon the canal, I was collector of school and county tax, for the township of Porter. I am collector at present. The county tax I collected might have been \$400. School tax perhaps more, am not certain. I think I had collected \$65, at the last August court. I think I paid over about \$200 at the November court. I do not know what name to give the office I held. I boarded at home in Alexandria.

ROBERT LYTLE.

Sworn and subscribed, July 26th, 1839, before GEO. R. ESPY.

GEORGE W. MATTEN, *sworn*.—I was hauling goods from Huntingdon to Hollidaysburg, for one of the boat lines, last fall, about the election. I think after the election. Stonebreaker saw me at the Water Street dam on my way to Huntingdon, and requested me on my return to come by way of John Neff's mill and bring along sixteen barrels of flour. I brought the flour to the shantee. Eight barrels of it Mr. Adam Kieth and myself unloaded there. The other eight barrels I took to John H. Stonebreaker's house. He assisted in unloading it. Stonebreaker asked me the charge for hauling it. I charged him \$2.50 as near as I can recollect. He told me that some day or other I should come down and receipt for it. I have not yet done so. I know John Conrad, he lives within three quarters of a mile of me. He is John H. Stonebreaker's brother in law. I believe Conrad had a team on the public works. I never heard of his having two teams. I live within two miles of John H. Stonebreaker. It was as near as I can recollect at the last April court when John H. Stonebreaker's house was burnt. I got no loading at Huntingdon, and in consequence brought the flour from Neff's mill.

GEORGE W. MATTEN.

Sworn and subscribed, July 26, 1839, before GEO. R. ESPY.

MARGARET WHITTAKER, *sworn*.—I was employed on the public works, together with my husband, Thomas Whittaker. It was on the division of which John H. Stonebreaker was foreman. We were to manage the State shantee. I was to superintend the cooking principally. I commenced on the 7th day of July. We quit about the middle of December. John H. Stonebreaker laid in the provisions. They were all kept either in the shantee or in Jeremiah Cunningham's ware-house. I know of no person taking provisions away from the work, except the Stonebreakers. I saw John H. Stone-

breaker take a number of things away from the shantee and from the ware-house. Old Mr. Stonebreaker (the father of John H. Stonebreaker,) and the son of John H. Stonebreaker, take away at one time a barrel of flour, a barrel of fish and a quantity of bacon. These articles were taken away in a one-horse waggon. John H. Stonebreaker was with them at the ware-house when it was taken. This happened either in July or August. John H. Stonebreaker got the key out of the office kept by Jeremiah Cunningham, who was writing for John H. Stonebreaker. John H. Stonebreaker brought, or had brought a keg to the ware-house. The keg was filled out of a barrel of molasses belonging to the State, and taken away. I am confident that John H. Stonebreaker took this keg of molasses home. This also happened either in July or August. There were also taken away a quantity of potatoes in a flour barrel. These were sent away by John H. Stonebreaker in the team drove down by his son. They were good potatoes, such as we used. I had never refused cooking them. John H. Stonebreaker placed the barrel with the potatoes on the wagon at the shantee door. I think in September lots of fresh beef were taken to his house by John H. Stonebreaker. He had it tied up in a cloth. Beef was taken away frequently; when Stonebreaker did not take it away himself, it was sent on his brother-in-law, John Conrad's waggon. I think beef was then worth from six to eight cents per pound. We generally got the beef from William Love, above Water Street. John H. Stonebreaker told me to take care of the tallow—this he also took home. He took one cake weighing twenty-two pounds, himself; another weighing twenty pounds he took to the office, and said he would send it home in Mr. Conrad's waggon. I weighed these cakes myself.

Stonebreaker also brought a cask from the ware house and told me to fill it with skimmed fat, that he would send it home. I filled the cask but did not let him have it, as Mr. Whittaker told me that should belong to me. John H. Stonebreaker, towards fall, took home several lots of pork. It was either the last of October or in November. He never weighed any of the meat he took away. Mr. Taylor, the boss carpenter, and myself, weighed half a hog—I do not recollect the weight. It was in pretty good order, it was put into a bag and taken away by John H. Stonebreaker. I am confident it was not used by the state hands. John H. Stonebreaker also took away a bag of coffee and a large box of tea—this he had brought by James Meian, in a cart from Huntingdon. It was brought in one of the state carts, and brought with some iron. It was sat under a table that we used for working our bread on. John H. Stonebreaker told me not to use any of it—that he wanted to take it home. Some of the coffee was spilled into the cart: this John H. Stonebreaker gathered up and brought it into the shantee—he told me to make use of this dirty coffee for the hands, and take some of the coffee that we were using and put it into his bag, to make up for the dirty coffee. I refused, and told him his women had as much time to clean coffee as I had. The box of tea was a very large one, much larger than we

were accustomed to get. The bag of coffee was a very large one; cannot tell its weight. The tea and coffee remained there better than a week, and when John Conrad returned to his home, late on Saturday evening, when Mr. Taylor had left, John H. Stonebreaker and Mr. Conrad put it on Conrad's wagon and took it away: I understood from Mr. Taylor, the boss carpenter, that these goods belonged to the state. A load of flour was brought by Mr. Mattern, from Neff's mill; eight barrels were taken into our shantee: there were more barrels in the wagon, which were taken to John H. Stonebreaker's house. There never was any flour brought to the shantee from John H. Stonebreaker's house. It was impossible to bring flour from Stonebreaker's house to the shantee without my knowing it. In the fall of 1838, after we got new potatoes, John H. Stonebreaker had an empty flour barrel filled with them; it was put on Mr. Conrad's wagon and taken away; Stonebreaker assisted in loading. He also filled several bags with small potatoes, which he also sent away on Mr. Conrad's wagon at the same time; he said the large ones he would use and the small ones keep for planting the next year. These potatoes were brought from Clearfield county and paid for by the state; they were very scarce and fetched \$1 12½ per bushel; they had been delivered at the Shantee; there never were any potatoes returned from Stonebreaker's house to the shantee. The same keg of which I have been speaking, was brought down from Stonebreaker's house to the shantee, and filled a second time with molasses out of another barrel which had been got, and taken away by Mr. Conrad's wagon. John H. Stonebreaker filled it himself and paid me twenty-five cents for washing off the heads of the cask, funnel and articles he had been using in filling it. The first keg he filled not long after we went into the shantee, the last one he filled some time before he left it. Two shoats, which were in the pen and were fed on the offals, were killed by John H. Stonebreaker, towards the latter end of December and taken home. This took place after the men had left the works, except two, whom Stonebreaker kept there to assist in killing. These men were Samuel Shaffer and Peter Shaffer; they were doing no other labor; they were waiting for their pay, and to engage in the killing. They were kept there by John H. Stonebreaker. They were not engaged on the public works at that time. It was not long before Christmas when these hogs were killed. John H. Stonebreaker, told me, after the election, that this was the last chance he had to get something, as the other party had elected their governor, and he would make the best use of it. I do not know that there was any one named John Williams, who worked under Stonebreaker. There was no sale of boards or lumber at the shantee, after the work was done. I was there longer than Stonebreaker. I was present when J. H. Stonebreaker sold flour to my husband, after the hands had left us.

MARGARET WHITTAKER.

Sworn and subscribed, July 26, 1839, before GEO. R. ESPEY.

ROBERT LYTLE—[Recalled, produced his memorandum or book of accounts.] According to my book I received the duplicate to collect tax on the 22d of July, 1838, and began to attend on the canal July 23d, 1838, wages to be \$2 per day when engaged. I was engaged by Whittaker the week before I received the duplicate. In July, according to my book, I was engaged 7 days, commencing the 23d. I was during that time engaged on the public works. In the month of August, according to my book, I was engaged 23 days, which I have charged the canal. I sold oats on the 29th September, at 62½ cents per bushel. In the month of September I have charged the canal 22 days. In October I charged 23 days. In November I have charged 20 days. The amount I received from the commonwealth is as follows: For attendance on the works \$190; for 400 feet boards \$3—, making together \$193. For the time I have charged the commonwealth, I believe I devoted my whole time to the service of the commonwealth, except when I met a man who owed tax, I collected it.— I understood Mr. Stonebreaker, Mr. Taylor and Mr. Kieth and perhaps Mr. Cryder, to be acting in the capacity of bosses. I often heard it said in Alexandria, there were 15 or 20 bosses there. I saw Jeremiah Cunningham, who appeared to me as if he was regulating the accounts. I think Mr. Stonebreaker was absent 2 or 3 times that I was upon the works. I think in November, he was absent. I was told he had gone down the country. I told Mr. Stonebreaker several times he ought to have more hands, that I did not think the work was progressing fast enough. I cannot tell the number of hands employed at any time on Stonebreaker's division. I had always understood that Mr. Richard Reimer, who superintended the hands in getting out stones for the aqueduct, was a cabinet maker by trade. I never knew that John H. Stonebreaker had a team upon the works. I never heard that old Mr. Stonebreaker had a team on the works. I never heard that John Conrad had more than one two-horse team on the public works. I had no control over Hampson & Reimer, at the aqueduct, except to advise with them and direct. I had received the duplicate to collect tax early in May, and returned it, as I was going to the West. After my return I received it a second time.

ROBERT LYTLE.

Sworn and Subscribed, July 26, 1839, before GEO. R. ESPEY.

J. MOOR HEWITT, *sworn*.—I was engaged on the breach of the Juniata canal in the summer of 1838, on the division of which Nicholas Hewitt was supervisor: I was the clerk of Hewitt. The principal foreman was William Bell, who received 50 cts., more than the rest: Bell was a general superintendent of the works. I went round every day among the hands, and put their time down upon the check-roll the principal part of it: Mr. Alexander Lowry kept it part of the time. The work done was building a dam, tearing down two old locks and putting up new ones. I think the number of hands averaged from 140 to 200. When I took the time of the hands, I went round myself: after I had placed the time on

the check-roll, it was sworn to by Mr. Bell. I was on the work July, August, September, October and November. Samuel Royer got hands off the state works: they went to work on his tail race: I do not know their number. I suppose the tail race of Samuel Royer is the private property of Royer, and not connected with the state works. I know nothing to the contrary. I do not know the number of days they worked there. I was neither a boss or foreman. I knew Samuel Calhoun was at work on the tail race of Samuel Royer. Peter Dougherty I knew was at work there. I do not know where the liquor was got from. Mr. Glenn furnished the liquor to the hands on the public works some times; he dealt it out to them. I was the only clerk I knew of employed by Nicholas Hewitt. Nicholas Hewitt and myself are cousins. I received \$2 per day compensation. I think Robert Lowry kept the check-roll, at the time these hands were at work on Royer's tail race. I think it was about the 11th of December we quit work there. Nicholas Hewitt made the general purchases of provisions, as also of lumber and materials. I never saw him purchase lumber. My father deals largely in lumber, and it is likely he bought from him: since that, I have kept the store books of my father: in these I find charges against the commonwealth for lumber, plank is charged in the books. I have no idea of the quantity. I do not know the prices of any as charged. I suppose there was several 1000 feet. I know that Nicholas Hewitt got some flour down at the work, from Samuel Royer: I do not know the quantity. Nicholas Hewitt purchased groceries for the commonwealth from my father. I have no idea of the amount. Nicholas Hewitt was not concerned with my father in these sales to the commonwealth. William Bell kept the June check-roll on another piece of paper. I drew it off, and then we compared them. I suppose Mr. Bell swore to it. I do not know what became of the original check-roll. I do not know that I saw the amount paid on it. It seems to me that it was not paid until the July roll was paid. The name of William Bell on the June check-roll for cart, was put there by me. It is intended for William Bell. It is his signature which is in the receipts. I think the original check-rolls were thrown in the desk of the office. I refer to the one I copied, made by Mr. Bell.

I knew Peter Shaffer. I have no idea of the length of time he was there. I knew Alexander McVicker. He lives in Frankstown and was engaged as a boss on the public works. I think he got \$2 per day. The July check roll is not dated. A. H. Hall was a boss or formen at \$2 per day. A. Lowrey was a boss or foreman at \$2 per day. James Deary received \$2 per day. James Heinish received \$1,75 per day. John Taylor received \$1,75 per day. I know that Alexander McVicker was engaged in butchering to supply the canal hands with meat. I do not know who with. This was at the time he was acting as boss. I do not think A. Lowrey was at the break before July. At that time he attended to no other business. I have no doubt but what Alexander Lowrey went to Huntingdon to the In-

spectors election. I was at work on the day of the Inspectors election. I think that Charles Davis was absent on the day of the Inspectors election. I do not know whether he is credited on the check roll. I do not know whether the hands who are credited on the September check roll were on the works for all the time they are credited. I did not see Alexander Lowrey on the work on the day of the Inspectors election. I do not remember whether I saw Adam H. Hall on the work on the day of the Inspectors election. I do not remember seeing Abraham Sallade on the works on the day before, the day of, or the day after the Inspectors election. There were two large shantees there to board the hands. The hands were charged 30 cents per day for boarding. The hands receipted for the full amount of their wages. Those boarding in the shantees receipted in full, and their boarding was deducted. Crawl had carts upon the public works. The number of hands who boarded in the shantees varied from 35 to 50. I do not know the average number of hands employed. Nicholas Hewit I think had two carts and horses on the works. We allowed him \$2.25 for each horse and cart per day. On the September check roll Nicholas Hewit signed to my name for four oxen. It was done by mistake. I afterwards signed my name across it. The reason I left the initial out of the name was because I wanted to put it down the shortest way. Nicholas Hewit wanted to buy oxen for the commonwealth. He consulted me about it and also consulted Alexander McConnell as he was an older supervisor and more experienced. McConnell told Nicholas Hewit he could not own the oxen, as the commonwealth would not allow it. Peter Hewit, my father, agreed to go and get oxen; he went over to Clearfield and brought one yoke or both in. Peter Hewit did not want to have anything to do with the oxen himself and I had a mind to take them, and signed the roll under the impression. Afterwards I concluded not to take them. Nicholas Hewit (the supervisor) then took them, and as I had signed the check-roll, I continued on in my name. *They were his oxen.* I continued to sign for them. *I think we had but two yoke of oxen on the work.* Nicholas Hewit (the supervisor) received the compensation for these oxen the whole time they were on the work. I do not remember the compensation placed upon the check-roll per day. I had never paid for the oxen. I never bought them or sold them, although I was under the impression I did own them for a while. When I wrote my name over or on the top of the signature of Nicholas Hewit, for the \$300 as compensation for the oxen, I knew that the money was to go to Nicholas Hewit (the supervisor.) The Abraham Sallade before whom the check-rolls were sworn to, is the same Abraham Sallade whose name appears on them as a boss carpenter. Sometimes I write my name J. M. Hewit, sometimes J. Moore Hewit.

In the check-roll of August, the time of these oxen is entered in the name of James Hewit, and amounts to \$216; the receipt is also signed James Hewit. In signing my name James Hewit to the check-roll for the oxen, instead of J. M. Hewit, or J. Moore Hewit,

I did not do it for the purpose of creating the belief that it was a different person from myself. It has been my invariable custom, except in these check-rolls opposite the charge for these oxen, to sign my name either J. Moore Hewit, or James M. Hewit. That has been my custom since I arrived at manhood. Latterly, it has been my universal custom to sign it J. Moore Hewit. I do not know that we ever had more than two yoke of oxen on the work at one time. I do not know that my father ever bought more. My father, who purchased these oxen, is the uncle of Nicholas Hewit, the supervisor. On the check-roll for September, 1838, I see that N. Hewit, Jr. has receipted for \$109 12½ for carts. I have seen Nicholas Hewit, the supervisor, write. They were his carts that were on the works, to the receipt for which sum of \$109 12½ the name of "N. Hewit, Jr." is signed. From my knowledge of Nicholas Hewit's handwriting, I would say that his name of "N. Hewit, Jr." to the receipt is his hand writing. The name of Nicholas Hewit, written in full certifying the check-roll as supervisor, is also in his hand writing. There is another Nicholas Hewit in this county, a cousin of mine, who is younger than Nicholas Hewit (the supervisor.) I have frequently seen the signature of Nicholas Hewit, the supervisor. I do not know that I ever saw his signature signed as Nicholas Hewit, *Junior*, before. I think I saw him sign the receipt for \$109 12½ in the September check-roll. I do not know the object Nicholas Hewit had in view in signing his name to this receipt different from his uniform custom of signing. Nicholas Hewit (the supervisor) had expressed some doubt about his being allowed for these oxen and carts, but asked James Steel's advice—who said it made no difference whom they belonged to. I do not know that Nicholas Hewit, the supervisor, procured any other persons to sign receipts for labor, oxen, carts, &c., of which he received the proceeds—except the proceeds of the oxen, for which I receipted.

J. MOORE HEWIT.

Sworn and subscribed July 26, 1839, before GEO. R. ESPY.

DANIEL H. ROYER, *sworn*.—I know that some of the state hands employed last summer upon the Juniata break, were at work on my fathers tail race, at the forge. It was some time last fall, during the repairs of the break. I do not know how long they worked. I know no other fact relative to the expenditure of public money.

DANIEL H. ROYER,

Sworn and subscribed, July 26th 1839, before GEO. R. ESPY.

ADAM KIETH, *sworn*.—I worked in the summer of 1838, as superintendent in the building of the stone work, on Water Street dam, on the repair of the Juniata breach. John H. Stonebreaker was foreman, and attended himself to keeping the time of the hands: some few times, when he was absent, I kept the check-roll. I kept it on a blotter, from which it was afterwards transferred by Stonebreaker on the check-roll, sent to the Auditor General's office. Stonebreaker

made the settlement and payment. Steel paid the first month, after that Stonebreaker received the money at Huntingdon, I think from Mr. Steel, and paid the hands. Mr. Lytle would come there two or three times a week, spend an hour or two, and then leave again. He never gave me any directions respecting my work. Mr. Whittaker, the supervisor told me that no one should dictate to me as to my work. John H. Stonebreaker had no horse and cart on the works in his name. His father John Stonebreaker, had no horse and cart on the works. Old Mr. Stonebreaker frequently came down with a horse and dearborn; I saw him take things away in the shape of provisions, such as barrels, bags, &c. I cannot say whether he got them at the shantee or warehouse. I do not recollect the number of times he took things away. John Conrad, the brother-in-law of John H. Stonebreaker, had a two horse team on the works. *He never had more than one team on the works.* There was but one John Conrad engaged on the works; Conrad's team generally left on Saturday evening, laden with articles which I took to be provisions. I am confident it took away fresh meat. Mr. William Hunt frequently drove John Conrad's team. I supposed Hunt & Conrad to have it in partnership. The son of John H. Stonebreaker sometimes came with the dearborn of his grandfather, John Stonebreaker. Old John Stonebreaker was never employed on the public works. The team of William Hunt, and John Conrad, were one and the same team. I am acquainted with John H. Stonebreaker's hand writing. The check-roll for October, is in his hand writing. It is my decided impression that both the names of John Conrad on the October check-roll, one for 22 $\frac{1}{4}$  days the other for 23 $\frac{1}{4}$  days in the same month, are in the handwriting of John H. Stonebreaker. The 1st, 4th, and 5th weeks set down for Conrad are the same days in both instances, and part of the balances are also the same days. I know to my certain knowledge, that there was but one John Conrad who carted under John H. Stonebreaker, and that he had but one cart. I can say with, perfect confidence, that on the check-rolls which I kept in the absence of John H. Stonebreaker, the name of John Conrad was put down but once, if he was there. I do not think that John Bisban worked on Sundays. I live three miles from John H. Stonebreaker; his house was burnt in the month of April, 1839. I am under the impression, that the signature of Wm. Hunt, and John Conrad, are both in the same handwriting, on the August check-roll. I am well satisfied, there was not a full day's work done on the general election. Perhaps there was not any. I know, that some of the hands went to George Davis' to harvest.

ADAM KIETH.

Sworn and subscribed, July, 27th 1839, before GEO. R. ESPY.

PATRICK MADDEN, *sworn*—I live on the road leading from the Water Street dam to the Stonebreakers'. I was in the constant habit of seeing John H. Stonebreaker, his father John Stonebreaker, and John Conrad, the son-in-law of old Mr. Stonebreaker, passing and repassing from the public works, to their home. A short time after the

commencement of repairs on the Juniata break last summer, I observed a one horse dearborn, of the Stonebreakers', passing down to the works. The old man, and the son of John H., were generally together in the dearborn. I observed that the wagon was always laden on their return. I never saw the wagon going back empty. It was generally laden with barrels, boxes, bags and the like. Upon one occasion, I saw it go up with a barrel of flour, the upper end seemed to be unbroken. This barrel was either on the dearborn or on Conrad's wagon. On the wagon of Conrad, I noticed at one time, in going up, a large cask. Sometime in October, Mr. Dubois passed my house on his return from the public works, he told me his team had been laden with potatoes—that he had left ten bushels of them at John H. Stonebreaker's house going down, and had taken ten bushels more to the shantee, on the public works. He told me he had received \$20 as his pay for the twenty bushels, at the shantee. John Conrad's team was idle, at one period, for two or three weeks, on account of the death of one of the horses—I know this from the fact that it did not pass and repass as usual. I never knew John Conrad to own more than one horse, until Mr. Wigton told me he had bought one of him and paid him in Biddle money. I am confident he never owned two teams. I never knew old John Stonebreaker to have any team on the public works, I did not know him to own any, except the horse and dearborn, which carried provisions from the shantee past my house; I never knew him to own a cart. I am sure that John H. Stonebreaker did not own a horse and cart at the time of the repairs, nor at any other period. On the 1st day of November I was going to Huntingdon borough, I was setting on top of a wagon load of blooms, we passed the horse and dearborn of old Mr. Stonebreaker; John H. Stonebreaker's son was driving it. I observed a number of bags upon it. The mouth of one of the bags had opened and the end of two pieces of smoked bacon projected from the bag. We went a little further and met a four horse team laden with boards; the teamster asked me for the house of John H. Stonebreaker, and said he had never come the road before. I said to the teamster, "you are taking away the state property." The teamster said "John H. Stonebreaker had sent him, that he was to leave them at his house;" he also told me that they were shantee boards. I live about two and a quarter miles from the Stonebreakers'. The house of John H. Stonebreaker was burnt the week of the last April court.

His  
PATRICK MADDEN,  
Mark.

Sworn and subscribed, July 27, 1839, before GEO. R. ESPY.

CHARLES BOYLES—*Sworn*. I worked under James Fenlon, at the head of the Water-Street dam, during the repairs of the Juniata breach last summer. I commenced on the 6th of July, 1838. I did not know one of the men on the check-roll, returned by James Fenlon, for the month of July, 1838, amounting to \$787 68. I have seen

"James Fenlon" on the above named check-roll, is in his hand writing. I had a horse and cart upon the works. In the month of July I have charged in my memorandum book for carting with one horse and cart,  $5\frac{1}{2}$  days—the remainder I had two horses and carts. Altogether for the month of July, I think I had 16 days. The custom was to allow for a horse and cart and driver, from \$2 00 to \$2 25 per day. In the month of August, from my account book, which I have now before me, I have charged 14 days. In the check-roll of James Fenlon, for the same month, I find  $20\frac{1}{4}$  days. According to my book I was discharged the 18th of August. From my book now before me, I am prepared to say, that I did not work on the 20th, 21st, 22d and 23d days of August, which I find carried out on the check roll for that month of James Fenlon. I am confident that I did not receive pay for those days. I received pay only for what I have in my own account book now before me, in which those days are not included, to the best of my knowledge. I was acquainted pretty much with all the hands. I did not know any man by the name of John Grover. I did not know a carter named Alexander M'Kinley. I think there was no man there during the month of November, engaged in carting, under James Fenlon, by the name of Levi Moore. I do not think that a carter could have worked there a month without my knowledge. Joseph Irwin told me that the reason that he was discharged, was, because he would not allow a lot of Germans, who had been brought from Pittsburg, their time, from the day they left Pittsburg. Henry Troxel, one of the hands, boarded with me. He started off on the Thursday previous to the Inspector's election, for the borough of Huntingdon. He returned on Saturday. Patrick Branriff was along. M'Connell, the supervisor, and Fenlon, contracted with me to board hands.—They were to furnish me with flour at \$6 75 per barrel. I do not think I got any flour for that. They charged me I think \$8 12½ per barrel. It was not good flour. I got \$2 25 per week for boarding a hand. The flour had been got from Royer.

CHARLES BOYLES.

Sworn and Subscribed, July 26, 1839, before Geo. R. Espy.

ADAM KIETH—*Recalled*. There was no man at work under John H. Stonebreaker by the name of John Williamson, that I know of. It is my decided belief that in the August check-roll, the two signatures to the receipts signed John Williams and John Williamson, were done by the same person. I have no knowledge whatever of any man being at work under John H. Stonebreaker, who called himself John Williamson.

ADAM KIETH.

Sworn and Subscribed, July 26, 1839, before Geo. R. Espy.

J. MOORE HEWIT, *recalled*.—I have said that I generally kept the check-rolls at Royers' Forge, on Nicholas Hewit's division. When I was absent, either Mr. Bell or Mr. Lowry kept it. Mr. Keich kept the time of the stone masons, and Mr. Sallade that of the carpenters.

Bell was a general superintendent, and considered principal foreman. For the carts, Mr. M'Vicker kept it. Mr. Bell, who has signed the check-roll, was not always with us. Mr. Lowry was not with me when I went round. He was present every day upon the job, during the time they were at work. The check-rolls kept by Keich, Sallade and M'Vicker, were transcribed by me on the general check-roll. When I went round, I kept a separate check-roll also, and transcribed with the rest. The hands were all in sight of each other. Bell and Lowry, I think, did not go with Keich, Sallade and M'Vicker when they took the time of hands on their check-roll. All the men depended upon me for placing their accounts upon the general check-roll kept by me, and returned to Mr. Steel. The transcribing was done by me, at the end of each week. The check-rolls kept by these men and myself, were compared with the transcripts sent to Mr. Steel. I was present when all the comparisons were made. Mr. Bell was the only man who went before a Justice, and swore to the check-rolls on that job. Mr. Lowry was there from the 5th or 6th of July, until we quit work. Mr. Bell was there from some time in June. From the time Alexander Lowry came there, to the time of finishing of the work, he did not superintend hands upon any other portion of the breach. Lowry's time went on upon the check-rolls, unless he was absent. I believe he was not absent a week in succession. I feel satisfied that Alexander Lowry did not swear to any check-roll while at work on our job. The time of Alexander Lowry, senior, (who was engaged on the public works near Hollidaysburg,) was not kept on the check-roll of Mr. Bell, or any of the bosses under him. I was always present when A. Lowry paid the hands. I was clerk on the whole line, from the dam to Hollidaysburg. I made out none of the check-rolls sent to Mr. Steel, but those of Mr. Bell, that I know of. I always added up the check-rolls of Alexander Lowry, sen. and carried out some of the amounts. I think Alexander Lowry (the foreman) commenced in June, and staid on till very near the end of the work, if not altogether. The names on Mr. Bell's check-rolls for July, are in my hand writing. I made out no check-rolls that I remember for Alexander Lowry, senior (the foreman.) On Mr. Bell's check-roll for July, I observe only two instances in which I signed my name, as a subscribing witness, J. M. Hewit; in all the other instances upon it, I have signed it J. Moore Hewit. The name of William Bell, on about the middle of the check-roll for July, is the name of William Bell (the foreman.) It is his hand writing. It was for carting. The second name below Bell's, "N. Hewit," is intended for Nicholas Hewit (the supervisor.) David Hewit, whose name appears on the check-roll for hauling, did not hand his time to me. There were four horses in his team when I saw it. Nicholas Hewit had carts upon the work—there were two. His carts commenced work the second of July. I do not remember what David Hewit got per day. From the ink, it is evident that the names of N. Hewit and David Hewit were written at the same time in the July check-roll. There was no other Bell at work on our job, except the William Bell (who was foreman.)

at least none who received two dollars per day compensation. We had no boss nor foremen by the name of Hugh M'Donald. I do not know that Bell returned two check-rolls for the same month to Steel, nor do I know that Lowry done so.

J. MOORE HEWIT.

Sworn and subscribed July 26th, 1839, before GEO. R. ESPY.

JOHN EGAN, *sworn*.—I worked at the aqueduct, above Water Street, when Bernard Duffy was foreman, in July, 1838. I kept the time of the hands, who were quarrying stone with me, and handed it to Mr. Duffy. There were 3 or 4 men absent about a week, with a farmer named Aurandt, engaged in reaping. I enquired of Mr. Duffy, whether their names should go upon the check-roll. He told me yes, that they should be put upon the check-roll. Their time was allowed. Mr. Duffy said, that Mr. Aurandt would settle it with the commonwealth. Mr. Fenlon, one of the principal foremen, was absent in the month of September, and part of October, at the Gettysburg letting; he was absent about a week. Common hands were charged 30cts. per day for board. They did not charge me any thing for board. For two or three weeks, Barney Duffy sent a small boy to the quarry, who took the time of the hands, marking those who were absent. It was handed into Duffy, after night, and placed upon another check-roll. Adam W. Ream and George Ferry, whose time is allowed upon the check-roll, were driving Fenlon's team.

JOHN EGAN.

Sworn and subscribed, July 29, 1839, before GEO. R. ESPY.

OWEN COBLEY, *sworn*.—I worked last summer at the aqueduct under Duffy, for one month and a few days; afterwards until the work was done, under John Chapman. Chapman had a 4 horse team all the while, until he went away, some times he had a 2 horse team also. William Hill drove Chapman's team. Hill's name was placed upon the check-roll. I have understood that Hill was paid by the commonwealth, for driving Chapman's 4 horse team, and also, that the blacksmith work for Chapman for 2 or 3 months, was paid by the state. Chapman did not keep a riding horse upon the works. One of the hands was employed in cutting feed for Chapman, frequently. His state time was marked upon the check-roll. The common way of work, was for a 4 horse team to haul a load of stones, which was hauled to the masons on two barrow loads. I was foreman of the masons. Adam Smith was discharged, for saying he could haul as much on one load as they could at two. Smith took good loads, and always done his duty. The masons often took up stones and put them down again rather than be idle. This was done for want of stone. With the same hands, I could have done my job a month sooner, if a sufficiency of stone had been delivered. Chapman paid out the money on the job. Duffy paid me for the time I worked at the aqueduct. Wm. Chapman (the brother of John) was a laboring hand, in the

quarry. I was acquainted with all the men; knew no Patrick Kealing.

OWEN COBLEY.

Sworn and subscribed, July 29, 1839, before GEO. R. ESPY.

HERMAN CHISSLER—*Sworn.* I was engaged as Clerk for Mr. M'Connell, (a foreman) on the repairs of the Juniata division of the Pennsylvania canal, during last summer. My principal duty was to transcribe the check-roll. I took copies in part of other check-rolls. The original rolls I left with Mr. M'Connell. The October roll is in the hand writing of Mr. Patterson. Fenlon generally kept his own. Duffey's I did not keep. I took my copies each month. The original rolls were either kept by the bosses themselves or some of the under bosses. I commenced with M'Connell and continued as long as he did, until the 1st of December. Mr. M'Connell employed me. I received my pay in part from Mr. M'Connell, in part from Mr. Steel.—I was to receive pay every day I was on the work. I kept my own time—made it out in a bill. I was not on the work more than a day or two at any one time. I was at Pittsburg last fall about the first of October, at the convention there held. I was then absent three or four days. I attended to forwarding provisions down from Williamsburg, and purchasing provision. I purchased Whiskey from Patterson—was charged 40 cents for it. I purchased some Whiskey from Leamer. He charged me either 40 or 43 cents. I did not keep a horse upon the line, as an officer. I don't know the object of Mr. M'Connell, in keeping duplicate copies of the check roll. I some times compared the check-roll after they were transcribed, myself—some times Mr. M'Connell assisted me. John Chapman (the foreman) had a four-horse team upon the public works. I did not know that his driver was placed in the check-roll until within a day or two. I do not know that Chapman had more than one team. I am not aware, that any of the sub-foremen, or bosses had any teams on our job. I made out some of the bills at the office. The only reason I know why the hauling was not all put upon the check-roll, is, because they did not work all at one place.—The usual price for four and five-horse teams, was from \$5 to \$6. I do not know that either Chapman or Duffy, in settling with M'Connell, presented any accounts against private individuals for labour performed by the State hands. I kept the books. There are no such accounts contained in them. I understand that some of the hands had been taken from our job shortly before the Inspector's election, and taken to the dam above Huntingdon. They may have remained there a week or so. A young man named Critchloe went. Some of the lumber was delivered; some of it brought by the State teams. Mr. M'Coldin sold lumber to M'Connell. He was to deliver it either at the summit of the mountain or at Hollidaysburg. My time for September was kept by M'Connell. Mr. M'Connell allowed me the time, and seven days deducted from my time in November. Mr. M'Connell told me to receive naturalization papers. I was at Pittsburg twice during the time I was on the public works. I was there in September

at the convention, and about the 1st October—during both these times Mr. M'Connell made out my time. I believe the name of John Chapman to the affidavit for the September check-roll, is in his hand writing. The name of James Cumston, might have been written by the same hand. The name of James Crempson, Daniel Mercer, and George McCunne, appear to have been written by the same hand. The name of John Gallagher, I should say was written by the same hand that wrote John Chapman. The name of Jacob Hill, I believe to be the same hand writing. The signature of John Chapman, to the affidavit of the October check roll, I believe to be in his hand writing. The name of Patrick Keating, in the commencement of the rolls for September and October, I believe to have been written by the same persons (refer to names of Kelin and Keating, in receipts)—the receipts, I think, are signed by the same man. The name of John Butler, on the October check roll, I believe to be in the same hand writing with that of the receipt. The signature to the receipt of John Butler, on the October check roll, I do not believe to have been written by the same man who signed the receipt on the September check roll. The receipts purporting to be signed by John Cummings, on the September and October check roll, I do not believe to be the same hand writing. I did not know of two John Cummings on the works. I knew William Chapman. It is my impression James Cummings was a laboring man. In the receipt signed to the September check roll, the name of James Cummings is spelt differently from what it is in the October check roll. The name of Alexander M'Connell, written on a bill, proven the 7th of August, 1838, in his hand writing. The first receipt I gave for my pay, was to M'Connell. The first pay I received, was about fifty or sixty dollars. Part of the month of June was put into the July month. The name to the affidavit is in my hand writing, I wrote several Sundays. The name to my bill, for September, is M'Connell's signature, proven before Esquire Burns, September 18th; the filling up of the receipt is in my hand writing; I think I got it from Mr. M'Connell. The receipts were all filled in Mr. Steel's name, by orders of Mr. M'Connell. The names to the affidavit and receipts, are mine. The filling up of the receipts of December 8, is my hand writing. I never received any money, personally, from Mr. Steel. The money was paid out to the hands by Mr. M'Connell, and the foreman—once or twice by Mr. Steel—Mr. Steel paid part of the money at the office, part at the jobs. I do not remember whether Mr. Steel was there more than once. William Alexander lives in this place, (Williamsburg)—he was not laboring on the public works. I knew of no William Alexander, working on the public works. I had no appointment of Mr. M'Mutrie, for the purchase of provisions. I purchased some fifteen or twenty barrels of flour from Smith and Rhodes. The foreman had directions from Mr. M'Connell, to send in orders for flour. Mr. M'Connell never complained to me for not keeping accounts of the articles purchased. M'Mutrie passed here perhaps half a dozen times or more. Whenever articles were wanted,

M'Connell was in the habit of writing to M'Mutrie. They would generally come on. Mr. M'Connell considered McMurtrie as the person officially deputed to furnish provisions along the lines.

WILLIAM ALEXANDER, *sworn*—I did not work on the break of the Juniata division of the Pennsylvania canal, I assisted Mr. Thomas Patterson, one of the foremen, one day, in paying off his check roll. I did no other business, upon the line, other than that. I signed my name several times to the check roll, as a subscribing witness. It was, I think, about the second roll. I never got any thing for it, however. Mr. Patterson paid his hands at that time. I never rendered any other assistance to any other foreman or officer on the line. The names of William Alexander and William Hardis, on the July check roll of John Chapman, are not in my hand writing. I thought last evening that I had signed the name of William Alexander myself. When the counsel was cross examining Schissler, as to the name of William Alexander, I did say that was the man. I know of no man named William Alexander, on the public works. In the settlement with the hands, those who boarded at the shantee, were deducted, I think, thirty cents per head, by Mr. Patterson. Mr. Steel was not there, and paid out no money to the hands.

WILLIAM ALEXANDER.

Sworn and subscribed, July 30, 1839, before GEO. R. ESPY.

THOMAS PATTERSON, *sworn*.—I was at work at the first dam above Williamsburg, during the repairs of the Juniata breach. I was a foreman appointed by Mr. McConnell, (supervisor). I received \$2,50 per day wages. We commenced the work, 28th June; continued till some time in November. To my check-rolls, for June and July, I made oath before Esqr., Burns; my name to the affidavits are in my hand writing. The receipts to my name at the top of each of these check-rolls, are in my hand writing. It was customary on the lines for the foreman to take orders from the hands, authorising the foreman to sign the check-roll for them. It was customary to sign the names of the men that worked, on the roll. I have some such orders to sign the check-rolls, cannot tell the number, whether it is over or under ten. Mr. Steel paid the July roll. I kept the June roll. I kept an account against Mr. McConnell, of the balances of check-rolls. When Mr. Steel was at our job, he got, I think, the June and July rolls. The residue, I think Mr. McConnell got. I think Mr. Spurlian drew the first money for Kennedy, by the authority of Mr. Kennedy. I then signed his name to the check-roll; after I got the receipts from Kennedy, I corrected the check roll to correspond with it. I knew this signing passed. I never signed any man's name to the check-roll, without such receipt. Part of the hands boarded at the public shantee. As the shantee was broke up, bedding &c., was brought to Williamsburg from thence taken to Hollidaysburg. I purchased a state flat from Mr. Hewitt (the supervisor). It was from 30 to 40 feet long. It was built by state hands. There were perhaps 400 feet of plank in it. Lumber that would do to go into such a flat

could be bought for \$3 per hundred. At the time they commenced, they bought trees in the woods at 3½ cts. per foot, the price raised after the break. I gave Mr. Hewitt \$20 for the flat. It was sold at public sale. I paid Hewitt, when I purchased it. Dishes, crowbars, wheelbarrows, &c., principally went to Hollidaysburg. I have said I kept the June check-roll. I entered part of the names. I had the whole charge of them, Mr. McConnell gave me charge of them. I do not think the name of John Patterson, is my hand writing. I think John Kennedy got about 7 or 8 dollars (including the correction). I did not pay the men from Robert Christy down to John Dougherty, on the June roll. There is no certificate to the June check-roll, by the supervisor. I think I attached the paper, containing the number of days with a pin to the June roll. I think, I entered from Burke to Copell on the June roll. I expect, the names from Burke to Copell, were paid, but I do not know by whom. I was advised to cut off the ends of check-rolls, and attach them together, so as to get one entire month upon the same roll. My roll of September, was attached in this manner. The reason the printed certificate was cut off, and another attached, is, because I think it had been cut off, and it was afterwards ascertained, that the roll would hold all the names. Some of the men drew money before the expiration of the month, and a written order given to receipt for this on the check-roll: The several pieces of the September roll, had all been attached at the time I signed the oath. The printed certificate, and the oath appear to be of the same paper with the rest of check-roll. The lines of the lower part of the check-roll, appears to be ruled with black ink, the upper portion is ruled with red ink. I cannot tell how this occurred. I do not think, I signed any of the names on the September check-roll for other men. I did sign the name of George Ellis, on his order. I signed the name of Robert Barron. The August check-roll, I had orders from the following persons to sign, Robert Barr, John Dougherty, John Kennedy, George Ellis, Archibald M'Henry, Owen Sweany, John Dasey, Isaac Corkwine, Samuel M'Daniel, Peter Davison, Robert Barnitz, Isaac Parkison. Sometimes the men would give these orders in anticipation of leaving, and afterwards go to work again, and at the end of the month sign for themselves. I know of no man working under me, named William Alexander. Mr. Burke lifted the money of the orders of Patrick Murray, Develin Murray, and left the order with me. The signatures to the orders were signed by the men whose name they bear.

THOMAS PATTERSON.

Sworn and subscribed, July 29, 1839, before Geo. R. Esq.

EDWARD M'KIERNAN—*Sworn*. I was employed on the public works at the job of which John Chapman was foreman. I commenced about the first of July, and quit some time in December, 1838. Mr. Chapman kept the time of the hands. I copied the check-roll, commencing with the second month. I summed up the number of days upon the check-roll, and put it in figures at the bottom. Chapman

assisted. I was present when the hands were paid. The first payment was made by Mr. Steel, some time in August, subsequent to that Mr. Chapman or myself paid them. Mr. M'Connell gave Chapman the money. Mr. Chapman had a team upon the public work. It was a four-horse team. William Hill drove it generally. The first month Chapman was allowed \$6 50 daily. He afterwards received but \$6. The price of six dollars included the teamster. It was not usual to allow teamsters time on the check-roll. William Hill was allowed his time. Some of the public property, I understood, after finishing the works, was sent to Williamsburg. This happened while I was away. After my return, the residue, except a few crow-bars, left with Orlady, was sent to Hollidaysburg, per order of Mr. Hewitt. I had never worked upon the canal before. I thought often our job might have been pushed a little faster. There was a want of stone, particularly, which I thought might have been supplied, by getting a team or two more. Mr. Chapman had no riding horse on the works for the use of the State. The time of William Hill was put upon the check-roll, by Mr. Chapman, himself. I had no farther control of it, except the copying. Mr. Chapman had his blacksmithing done at the shop by the State hands. I made out a bill for Chapman, (he giving me the account) against the Commonwealth, for the blacksmithing, he said he had done. William Chapman, the brother of John Chapman, was considered boss of the quarry. We had several orders from hands to sign check-rolls for them. William Hill received the pay himself for the time allowed upon the check rolls. I never entered a man's name on the beginning of any check-roll, and signed his name under the receipting column. Chapman took the time of the hands on a separate piece of paper, from which I transcribed it on the check-rolls, sent to the Auditor General's office. David S. Rhull was a foreman. I think he kept a check-roll. I attended to getting provision, iron, powder, and other necessities for the work. We had a dozen or more of orders from men to sign the check-roll for them.

EDWARD M'KIERNAN.

Sworn and Subscribed, July 29th, 1839, before GEO. R. ESPY.

ALEXANDER LOWRY, *sworn*.—I was employed at the big dam, two miles above Williamsburg, during the repair of the Hollidaysburg breach. Nicholas Hewitt was supervisor—William Bell was principal foreman. I was a boss, having a set of men under my control, whose time I kept. I received two dollars per day compensation. I was stationed there all the time, except a few days that I was at Whittaker's dam, above Huntingdon. This was a short time before the inspectors' election. I acted in the same capacity at the Huntingdon dam that I did here. Of those who went along, I recollect Charles Davis, Jacob Heff, Joseph Madison. There were some more. I was told that that dam was in a bad state, and required an additional supply of hands. I suppose we were there four days, not a week. I then returned to the dam above Williamsburg. I had no instructions to go back that I know. I had a conversation with

Mr. Bell previous to go my going, on the subject of my going down to that dam : also with Mr. Patterson—perhaps, also, with M'Vicker and Hall. I was requested to go down with Mr. Bell. Mr. Bell requested me to assist in carrying the inspector's election in Huntingdon, and also to assist at that dam. I think the time of those who went was counted. Nicholas Hewit had but two yoke of oxen upon the work that I know of. There was none other of the name of Hewit, who had oxen upon the works. I always considered they belonged to N. Hewit. N. Hewit had two carts upon the works. David Hewit (the uncle of Nicholas) had a four-horse team. These were the only teams owned by the Hewits, I know of. Two small boys, one named Pope, drove the carts—the name of the other I dont recollect. A young man named Nonnemaker drove one of the ox teams a while. The times of the teamsters was marked the same as other hands upon the check-roll. There was a young man named Miller drove the four horse team of Hewit, while it was hauling at the quarry. There were state hands worked at Royers' tail race. There were six or eight. I do not think that it was over a week. In harvest, several men helped Mr. Bowers. Mr. Bell told me to continue the time of the hands who worked at Royers' tail race, and Royers, or his manager, Neligh, would have to account to the state. These hands boarded at the shantee. I did not know a man named Thurston Clark having teams on our work. I know no man employed at our job named Abraham Hare. M'Vicker kept a riding horse for the use of the state. No other person had a riding horse in the use of the state on that job. There was no James Hewit employed on our work, besides James Moore Hewit. He owned no team of any kind there. There was no *Nicholas Hewit*, Junior, on the work. There was but one Alexander M'Vicker on our work.—There was no other Alexander Lowry at the job but one. I did not know a man on the work named Dixon, who kept a horse at the shantee. He could not have been there without my knowing it.—After the work had been finished, wheelbarrows were put into the blacksmith shop, and afterwards taken to Hollidaysburg. I do not think that the bosses here marked Sundays. Hiram Chisler told me he had been sent to Pittsburg to procure naturalization papers and receipts. Mr. Hewit requested me to sign a man's receipt on the check-roll, who was absent, and withhold the money until after his return.

ALEXANDER LOWREY, Jr.

PETER RHODES, *sworn*—I am one of the partners of the firm of Smith and Rhodes, in Williamsburg. Our firm had bills against the commonwealth, for goods sold during the repair of the Juniata breach. M'Connell and Hewitt, the supervisors, ordered goods, and also some of the bosses under them, by their authority. There were occasionally, goods given to hands, such things as we thought were for the use of the canal—butter, flour, &c., the hands coming with carts and wagons. The bosses did not come with written orders from the supervisors. Flour, I think, could be purchased, during the break,

from six to seven dollars. Mr. M'Mutrie was here but once that I know of. I did not know his business. He was along when they were paying off. We never received any orders whatever, from Mr. M'Mutrie, for the sales we made for the use of the commonwealth. The receipt signed Smith and Rhodes, for \$1,306 04 $\frac{1}{2}$ , is my hand writing. The goods were taken away in carts and wagons, in the employ of the state.

PETER RHODES.

Sworn and subscribed, July 31, 1839, before Geo. R. Espr.

PETER HESS, *sworn*.—I was at work during the repair of the Juniata breach, under Mr. Patterson, at the dam above Williamsburg. I was appointed by Mr. Patterson, boss of the stone masons. I kept the time of the hands at work with me. Patterson was there, mostly every day. The line he had, extended about two and a half miles. I kept time for most all the hands at that dam, commencing about the latter part of July. I kept the time on a blotter, and handed it over to Patterson, he did not require me to make oath to that blotter, but took it as I rendered it. Patterson had a cart at work of his own, a boy fifteen or sixteen years old drove it. Patterson had a riding horse, it was kept in town. When Patterson was gone he depended upon me to see that the hands were at work. After the breaking up of the shantee, some state property, as crowbars, picks, spades, shovels and barrows, were taken to the state blacksmith shop, above Williamsburg. Mr. Patterson, or Mr. Burke, generally kept the accounts of the teams. There were sometimes thirty, sometimes forty hands on our works. There were from eight to ten hands boarded out of the shantee. My wages were \$2 50.

PETER HESS.

Sworn and subscribed, July 31, 1839, before Geo. R. Espr.

DAVID BERLIN, *sworn*.—I was at work during the repair of the Juniata breach, under Thomas Patterson. I worked a while at the dam above Williamsburg, part of the time under M'Donnel. I was generally at work under Patterson. I commenced first as a carpenter, worked a few days as such, and was then appointed a boss over a set of labouring men, engaged in wheeling, &c. During the time I was boss, I received two dollars per day. I was not a wheeling hand, but superintended the others. I kept the time of the hands.—Mr. Patterson did not furnish me with check-rolls for that purpose. I took the time on a piece of paper, and handed it over to him. Patterson came to see us daily. I gave Patterson my blotter at the end of each week—sometimes at the end of the month. Patterson never called upon me to be qualified to my rolls. He depended upon me for their correctness. I was at the aqueduct a few days. I think while I was gone, Mr. Smith kept the check-rolls of my hands. I was paid by Mr. Patterson, generally. Mr. Steel, I think, paid me the first time. There were from twenty to thirty hands for whom I kept time.

DAVID BERLIN.

Sworn and subscribed July 31, 1839, before Geo. R. Espr.

A. PATTERSON, *sworn*.—I am a merchant, residing at Williamsburg, sometimes farm a little, and distil occasionally; I sold goods for the use of the commonwealth during the repair of the Juniata breach. The first goods I sold, were called for by Mr. Fox (one of the foremen.) Another charge in the books were called for by Thos. Patterson (another foreman.) I have written orders for other charges, from different other foremen. The first two were verbal. There were none others ordered goods, except these and some orders from Hewit (the supervisor.) David M'Murtrie (the commissary) never gave me any order to deliver goods.

Previous to the break, I hired four horse teams for three dollars; from that to four was the price: since the repairs, about four dollars was the price. I had a good deal of whiskey during the repair.—Major Fox asked me what I could supply them with whiskey for. I told him I could furnish it at  $37\frac{1}{2}$  cents per gallon. I sold a barrel to Thomas Patterson, at  $37\frac{1}{2}$  cents. After that, I was not called upon for some time to supply more, and understood it had been got from Leamer and others. Some time in September, I was called upon by Mr. Leamer, who told me his supply had run short, and he wanted to purchase some of me. I gave him about twenty barrels, at  $37\frac{1}{2}$  per gallon. This whiskey was delivered on Mr. Leamer's order, to various persons on the canal, supervisors, &c. After that, late in the fall, whiskey raised, and I did not leave Leamer have any more. Fox, (the foreman) and other foremen along the canal, then ordered some from me. I charged for the last, 50 cents; towards the close of the work, probably a few barrels, higher. During that time, I sold Leamer whiskey for his own use. The whiskey I sold to Leamer, was taken away by the State carts, and the hands in the employ of the State. I would have cheerfully made a contract, in the month of July, for 100 barrels, at  $37\frac{1}{2}$  cents: any time in the month of August, I would have taken  $37\frac{1}{2}$  cents.

A. PATTERSON.

Sworn and subscribed July 31, 1839, before GEO. R. ESPY.

HENRY H. SPIESE, *affirmed*.—I attended the mill of John K. Neff, in Williamsburg, during the summer of '38, (now Neff & Hewit,) during the break of the canal. I kept the account book of original entries during that time, generally: they were always open to my inspection. There was flour, corn, rye and oats charged to the commonwealth. They were got generally by M'Connell (the foreman) and Hewit, (the supervisor) Fenlon, (the foreman) Green, (the foreman) or their hands. These goods were taken away by the carts which I considered engaged on the public works. The carters who drove them, were men engaged on the public works. I think there were from twenty to thirty barrels of flour taken. Altogether, perhaps six or seven hundred bushels of chops were taken, perhaps more. It was used as feed for the teams. I think that Nicholas Hewit got some corn in the ears. There was 100 bushels of oats, or more, taken not chopped. At the time I came first, I think I

heard Mr. Neff say boards were selling at from \$1 25 to \$1 50.—The selling price of corn at the commencement, was 75 cents, and oats 50 cents—but grain got higher. I think most of the produce was sold at the lowest price. The rise did not take place till in September: most of it was got before that.

HENRY H. SPIESE.

Sworn and subscribed July 31, 1839, before GEO. R. ESPY.

JOHN SHAW, *sworn*.—I worked as an apprentice under Thos. Patterson, in building lock-houses. I was not a state hand on the public works. I worked part of two days at a state shantee, while apprenticed to Patterson. Some of the lumber used in building three lock-houses, was of that taken from the state shantees. There was a great deal of stuff taken from the shantees, and used up in building the lock-houses. It was all good stuff. Patterson did use stuff taken off the canal, which I supposed he bought from the state. Stuff which had been on the public works, were put into each of the lock-houses. I heard Patterson say he had bought lumber for weatherboarding the lock-houses, before the break. They were hauled by his own teams. I was but once along the canal, to collect lumber for the use of the lock-houses.

JOHN SHAW.

Sworn and subscribed July 31, 1839, before GEO. R. ESPY.

WILLIAM G. HEWIT, *sworn*.—I am at present the partner of John K. Neff, miller, in Williamsburg. In our firm books, I find the following charges against the commonwealth:

Oct. 20, 1838,	6 bus.	rye, corn and oats, mixed,	per Green,	\$5 40
" 28, "	3 "	oats,	per Green,	2 10
" " "	3½ "	corn,	per Hix,	3 50
Nov. 1, "	2½ "	oats,	per Hix,	1 87½
" 3, "	3 "	oats,	per Green,	2 25
" 5, "	6 "	oats,	per Green,	4 50
" " "	5 "	oats,	per Hix,	3 75
" 14, "	5½ "	oats, at 75 cts.	per Hix,	4 12½
" 16, "	2½ "	oats,	per Hix,	1 87½
" 20, "	2½ "	oats,	per Hix,	1 87½
" " "	2½ "	oats,	per " "	1 87½
" 21, "	3 "	oats,	per Green,	2 25
" " "	2½ "	corn, in ears,	per " "	1 44
" 23, "	2½ "	oats,	per Green,	1 87½
" 28, "	3	barrels flour,	per Duffy,	22 50
" " "	1	" "	pr Chapman	7 50
" 30, "	6 bus.	oats,	per Duffy,	4 50
Dec. 1, "	2	barrels flour,	per " "	15 00
" " "	10 bus.	oats,	per " "	7 50
" " "	2	barrels flour,	p Chapman	15 00
" 5, "	2	" "	per Duffy,	15 00

The above has been paid. I do not know whether it has been

been paid by Steel, or the supervisor. My partner, Mr. Neff, settled it. Neither Mr. M'Murtrie, or any other state officer, to my knowledge, gave the directions to charge these articles to the commonwealth. When Neff and I commenced partnership, there was much grain on hand owned by Neff individually: a large proportion sold to the commonwealth was of this grain, and the account kept by Mr. Neff. Where Green is charged with \$4 50 and credited with \$30, I presume Green paid the \$30.

WM. G. HEWIT.

Sworn and subscribed July 31, 1839, before Geo. R. Esq.

HUGH SLOWY, *sworn*.—I worked under Barny Duffy as foreman, near Spang's works. Barny Duffy paid me to the last of November, all the time. I worked about four months, commencing about the middle of August. I worked about the aqueduct. I know James Fenlon: he was not foreman at the aqueduct, and kept no time there. Duffy kept the time of John Carr, James Brown, and Arthur Rogers. Carr was a kind of cobbling carpenter—the other, were laboring men. I know of no names of those read to me from the roll just read—James Fenlon's roll of November, 1838—at the aqueduct, but the the ones above mentioned. I am certain that James Fenlon had no control over the work at the aqueduct, in November, 1838. There was one foreman, David S. Rhule, between the aqueduct and Fenlon's job. Fenlon's job was about three miles from the aqueduct. I boarded at the public shantee. We had from twenty to thirty boarders in the months of September and November. John Pratt, Patrick M'Cormick, and Thomas Rowland, by Barny Duffy's orders, remained after the work was stopped, and gathered up the tools, cooking utensils, &c., and brought them up to Hollidaysburg. Barny Duffy told these men, that he had heard that Stonebreaker's shantee had been broken open, and a great many things taken out; and that they should go and get what was left. Carr, Brown, and Rogers, left the job before I did.

His

HUGH X SLOWY.

mark.

Sworn and subscribed August 2, 1839, before me, Geo R. Esq.

JOHN LOWRY JOHNSON, *sworn*.—I was clerk in the store of Peter Hewit, during the time of repairing the break on the Juniata division of the Pennsylvania canal, in 1838. Peter Hewit bought of John Andre, of Pittsburg, 100 barrels of flour, on a draft of six months, which was sold to the Commonwealth. The amount paid for the flour was \$606 00. That is the bill for the 100 barrels of flour: it is charged at \$7 00. The flour was purchased a few weeks after the break, which occurred on the 19th June, and was all taken away in the course of three months. The flour was paid for by Nicholas Hewit, on July 30th. I made out this bill for P. Hewit, in which a barrel of mackerel is charged at \$16 00, on October 15th, 1838. I

also made out this bill, in which a barrel of mackerel is charged on October 1st, at \$10 00. Both bills were made out under the direction of Mr. Hewit. This bill contains an account of all the lumber sold by Mr. P. Hewit, to the Commonwealth. The prices charged in this bill, were for the lumber at Hollidaysburg. Nicholas Hewit bought of P. Hewit, lumber to the amount of \$1511 47, to be delivered in Hollidaysburg, at the prices marked in this bill. Peter Hewit employed the teams which hauled the lumber from the saw mills to this place, and paid them in store goods and cash. These charges were made from time to time, and I am unable to point them out.— Peter Hewit had no other teams on the public works, except those engaged in hauling lumber. One of the lumber teams was driven by James Galbreath. Four or five of the Trouts were engaged in hauling lumber for P. Hewit. Jacob Leamer was another who hauled lumber.

The 2 inch planks cost at the mill from \$18 to 22 per thousand.

" 1½ "	" "	" 15 "	18 "	" "
" 1 and 1¼ "	" "	" 9 "	13 "	" "

The lumber was all purchased after the break at the mills, by Peter Hewit. In addition to the \$1511 47 mentioned above, I find a charge for lumber of \$104 16. Galbreath and four horses, was allowed \$4 00 per day, by P. Hewit, for hauling lumber. Leamer and four horses, the same. I do not remember the bargain with the Trouts. P. Hewit charged the Commonwealth \$6 00 per day for their same teams. This signature, certifying the correctness of this bill of four sheets, containing the charges of Peter Hewit for merchandise, hauling and boards, is the hand writing of Nicholas Hewit. At the request of Nicholas Hewit, Peter Hewit bought in Pittsburg the pork furnished by him to the Commonwealth. The spermaceti candles charged in this bill, were used in the shantee in lieu of oil. I had directions from P. Hewit, to charge certain articles to the Commonwealth at higher rates than the same were sold to individuals. I was here at the time of the sale, by vendue, of the tools, &c. belonging to the Commonwealth. I did not see the goods sold, but was told by Peter Boyle, a purchaser, that some articles were sold boxed up.— Others told me the same thing. Part of the lumber was bought at Thomas Green's mill, part at Trout's, part at Smith's. These mills are from 12 to 16 miles from Hollidaysburg. They are located in Tuckahoe or Logan's valley. The teams generally brought one load a day. I know David Hewit, jr. He is a wagon maker by trade. He had no team in 1838. I know J. Moore Hewit. As a business man, he always signs his name J. Moore Hewit. I am acquainted with Hugh Hart: he never has done business for himself. The hand writing of this bill, B. No. 184, is larger than Hugh Hart's.— Last summer, during the break, Hugh Hart was engaged in attending bar for Nicholas Hewit. I know Robert R. M'Kee: he was engaged last summer in building bridges on the canal, for which he had a contract. I know Clark Thurston: he drove Nicholas Hewit's team last summer, during the break. All the goods charged in the bills of Peter

Hewit, were delivered on the order of James M. or Nicholas Hewit. Barney Duffy did not work as foreman at the repairing the breach on the railroad, between the weigh scales and viaduct, in the summer of 1838.

The 2 inch plank were sold to the commonwealth by P. Hewit, at \$23 00 per thousand; the  $1\frac{1}{4}$  and 1, do. at \$20 00; the  $\frac{3}{4}$  do. at \$16 00. David Hewit, sen. had but one team, which was a four horse team, drove by a man of the name of Hewit—not his son. Nicholas Hewit had one two horse team, driven by Clark Thurston. I know no Nicholas Hewit, jr., or of any team kept in that name.—Nicholas Hewit, as a business man, signs his name in full, Nicholas Hewit, and not N. Hewit. I know of no James Hewit, other than J. Moore Hewit, nor of any team kept in the name. I know of no team kept in the name of J. M. Hewit, nor of any, save those mentioned, kept in the name of any Hewit.

J. L. JOHNSON.

Sworn and subscribed August 2d, 1839, before me, GEO. R. ESPY.

RICHARD W. YOCUM, *sworn*.—I commenced working on the break at Mr. Spangs; I worked at different places along the line, until some time in June or July; I arrived at Mr. Rule's job; I worked as mud boss, when I arrived at Rules; I did not keep any account of the time, except in Rule's absence, and when he returned I rendered the account to him; I worked with Rule more than two months; I worked occasionally at blacksmithing, but not a whole day at any one time; sometimes, at noon, at horse shoeing, sometimes at finishing work, when help was needed; I received two dollars per day for my wages, less thirty cents per day for boarding. I left Rules and went to work on Duffy's job; cannot tell at what time I left Rule; my business under Duffy, was the same as under Rule, and my pay the same; I have no time charged for the last few days of September, nor was I entitled to any; I was in Huntingdon at the Inspectors' election; one of the hands of Mr. Rule's job was there with me; I went with Mr. Springer, who worked on Duffy's job; I was allowed time for the time I was at Huntingdon at the election; Mr. Rule told me to go, and he would allow me time. When Rule's shantee was broken up, the bedding, tools, cooking utensils, &c. were taken to Duffy's shantee; my business was a general supervision of the hands and work, to keep the runs clean, the carts in order and the hands at work; the greatest number of carts on our job, at any one time, was eighteen or nineteen; my bill at Huntingdon was three or four dollars and some cents, which was refunded by the landlord; Mr. M'Connell, on being told by Mr. Wharton, that the Huntingdon people would pay our bills; Mr. Springer's bill was also paid in the same way and to about the same amount; I was absent at Huntingdon three or four days; Robert Davis of Duffy's job, was also with us at Huntingdon, and another man whose name I do not recollect; Mr. Wright's bill, I believe, was also paid; Mr. Wright was not a state hand, he was clerk at Spangs; I

think I heard Robert Davis say he had a shirt washed at the Huntingdon dam, at the time of the election.

R. W. YOCUM,

Sworn and subscribed, Aug. 2, 1839, before me.

EDMUND BURKE, *sworn*—I was employed to work on the break, by Mr. Alexander M'Connell; I worked under Thomas Patterson, one month, and then under Mr. Green, until the 15th of December; I worked about six weeks, it was above Williamsburg, and the rest of the time, until December 15, at Spang's; I acted as boss, had fifty or sixty men under me, whose time I kept weekly, and at the end of the week handed the accounts to Mr. Green, to copy, keeping the original myself; I was not required to work myself, but occasionally assisted at loading the carts; Mr. Fenlon, I believe, was general superintendent along the line, under Mr. M'Connell, but did not appear to have any particular charge; he rode along the line once or twice a week; I heard that Mr. Chapman had taken away the property of the state; it was Mr. Kiernan, his clerk, who told me my wages were \$2 00 per day, and my board was not deducted; I did not swear to my accounts nor was I required to swear to them; Mr. M'Connell was chief superintendent of the division, and hurried me whenever he came along; I wish to have it said that I never was more attentive to work in my life, than I was at that break; the hands that worked under my charge, were paid for the time occupied in attending the election at Morris township; they all worked until breakfast time, and some worked in the afternoon after we returned.

EDMUND BURKE.

Sworn and subscribed, Aug. 2, 1839, before me, Geo. R. Esry.

HENRY Fox, *sworn*—I was employed by Alexander M'Connell, as a foreman, on the break: I worked at the guard lock, below Williamsburg, and on the towpath bridge—I kept the time of the hands: I kept the check rolls, from the time I received from the under bosses: in July we had the largest number of hands, say one hundred—I had bosses over all the hands, who made the return of the hand's time to me about once a week, some times not so often—I continued at work from June 26, to the last of November—I kept the public shantee and hired the women to superintend it, I had generally two women, a short time in July three and at another time, but one—I often went to procure provisions—I went as foreman to the Commonwealth—I procured the provisions at times, on my own orders. In July and part of August there were three teams; one owned by a man named Evans, one by Shanafelt, Abraham, the other was my own, two horse team. Two of the teams, mine and another were continued nearly all the time—they were all two horse teams. In November the hands were allowed time for all Sundays, except one—I was allowed time for Sunday, throughout the job—I was paid \$2 50 per day for my services, as superintendent of the work; the girls names were Susanna Carr, Maria Carr & Susanna Bryarle; no bill was made out

for the keeping of the Shantee; the girls time were kept on the check roll, I think my own time was charged for the day of the election—Mr. M'Donald, also, kept a shantee as I did mine. Mr. M'Connell, supervisor, authorised me to keep the public shantee; the property of the shantee was taken to Williamsburg, when the work was done, and deposited in M'Connell's office, without being receipted for by any one; I took the account of the bosses for the time of the men; I was not always present, was some times absent two and three days at a time; from the statement thus furnished by the bosses, I made out the general check roll, which I furnished to Mr. M'Connell. Mr. Steele came to the job to pay off the hands but once; that was in the month of July: Mr. Steele was informed of the manner in which the time of the men was obtained, and the check rolls made out; I do not recollect that he made any objections to this method of keeping check rolls; I never had worked on a canal before. After the month of July, I generally paid the hands myself; Mr. M'Connell furnished me the money; I swore to the check rolls, before the men were paid, and I think that Mr. M. M'Connell certified to them after. When hands left before the expiration of the month, I paid them, taking their receipts on the check rolls. Mr. M'Connell recommended to me to employ under bosses, steady men, whose word could be taken. I was not considered a labouring hand. Mr. M'Connell informed me that my duty was that of supervisor of the men and work. When I sent for feed I sent a state team, but the time thus occupied was not charged to the commonwealth. I was present one day at the vendue of the public property at this place. Some of the articles sold were boxed up. The articles were bed clothes, cooking utensils, knives, forks and kitchen furniture, generally. They were sold by Nicholas Hewit, supervisor. I bought several lots, among the rest two boxes, one of kitchen furniture and one of bedding. The boxes were of the common size of dry good packing boxes; the one containing the kitchen furniture was not full. I paid for the other about \$20,00. I think it contained 5 pair or 9.—11 single blankets—small size, but good. I think 30 or 33 haps or cover-lets; from 20 to 30 straw ticks with bolsters and sheets. The latter articles were not all in the box, but were contained in part in two other lots, bought at the same time, for one of which I paid 7 and the other 8 dollars. I paid for the box containing kitchen furniture \$7 50. It contained knives, forks, plates, spoons, buckets, coffee pots, &c. Several other similar lots were sold; the kitchen furniture was generally sold in this way. I saw some tools sold. Picks, saws, axes, log-chains, sold in lots also. Some bar iron, probably several tons, were sold on that day. I think it was sold by the ton. I do not know whether I was present when the bar iron was knocked off; but think I heard the first ton cried at \$80 00. I think the blankets cost originally 2 or 3 dollars pr. pair. Haps cost from \$2 to \$2 50 per piece. I had some made for the shantee and know the price. The ticks cost when new, on an average \$2 each. The lot of hardware I judged to be worth \$15 00. I went on the line, generally, by the name of Major Fox I was in

Huntingdon in August, was there again some two or three weeks after. The most of the time that I was absent was marked on the check roll. My work ceased on the last day of November. There was no man of the name of Michael Fox on my work. D. M'Mutrie, jr. did not to my knowledge furnish any provisions on my work. I was told by M'Connell that flour and bacon had been purchased from Samuel F. Green, for the use of the commonwealth. I was told that a quantity of flour and bacon had been purchased from off a boat for the use of the commonwealth, and the supervisors were directed to send to Williamsburg, where they wanted the articles. Dr. Coffee was not on the canal. So far as I know I think M'Connell did tell me that Dr. Coffee was to attend to certain loading and the procuring certain provisions. I do not know that Nicholas Hewit, or any other Hewit, had any teams on the work. I bespoke lumber from different persons for the use of the commonwealth; but made no bargain, except for what I sold myself for which I received \$1 00 per hundred, board measure. I have no bill for hauling. I do not know who received the lumber which was forwarded to this place; I did hear that some person here was to attend to it. It might have been Dr. Coffee or it might have been some one else.

HENRY FOX.

Sworn and subscribed, August 2nd, 1839, before me, GEO. R. ESPY.

HUGH MELOY, *Sworn*—I kept a boarding house at Spang's Forge, during the break; the time was kept by Barney Duffy and John Britt, Britt was a boss under Duffy; the regular hands on this job were from eighty to one hundred; the hands, with the exception of one or two, boarded at the shantee; they agreed to pay me \$1 25 per day and my expenses, down; my wife's wages were one dollar per day; I had two daughters who received \$1 75 per week each; there was also a girl hired, named Farren, who received \$1 75 per week; also the flour was hauled from Williamsburg, by the wagons in employ of the state; I packed up the kitchen furniture and bedding of the shantees; they were hauled off to Hollidaysburg by Jem Ferren, who, I believe, had orders from Duffy; I saw some of the property sold at Hollidaysburg; I understood from Farren, that Spang's girl got what articles were left in the shantee; there were some plates, some skillets, fragments of barrels of flour, molasses, &c.; I do not know of M'Connell having any teams on this job; I was at Morris township the day of the Inspectors election; the most of the hands went also; I thought, at the general election, there were as many as three hundred hands going to Morris township, passing our job.

His  
HUGH X MELOY.

Mark.

Sworn and subscribed, Aug. 2, 1839, before me, GEO. R. ESPY.

SAMUEL FRAMPTON, Esq. *sworn*—Alexander M'Connell, late supervisor, and James Arthur, came into my office on the 26th or 28th of

March last; there was a bill or statement of \$700, fare of hands, brought from Pittsburg; they laid the bill on the table, and after some conversation, they altered the bill, or wrote a new one of a larger amount, say \$740; Mr. M'Connell certified the account, and Arthur then wrote a receipt; the amount charged was for passage only; Mr. M'Connell said that he did not know whether the commonwealth would pay the bill or not, but that he meant to try them; the men were brought over in September or October.

SAMUEL FRAMPTON,

Sworn and subscribed, Aug. 2, 1839, before me, GEO. R. ESPY,

JOHN DOWNEY, *sworn*—In the month of July, 1838, Mr. John Andre, of Pittsburg, had two hundred barrels flour carried by J. O'Connor, & Co.; the flour was detained at this place by the break, and was offered for sale by Mr. Andre; Mr. Andre and myself called on Nicholas Hewitt, to whom Mr. Andre offered the flour at six dollars per barrel, taking his own paper or the paper of the state, at three months for the amount; Hewitt declined the purchase, on the plea that it was too heavy a lot of flour to have on hand at one time; Nicholas Hewitt went away and Peter Hewitt came and purchased one hundred barrels of the flour, the other hundred were bought by James Martin; I believe that Nicholas Hewitt, told Peter of the flour being for sale.

JOHN DOWNEY.

Sworn and subscribed, Aug. 3, 1839, before me, GEO. R. ESPY.

J. LOWRY JOHNSTON, *re-examined*—I think there were not more than eight hogsheads of bacon furnished by Peter Hewitt, to the commonwealth; the second lot of flour furnished by P. Hewitt, was the one hundred barrels purchased from Andre; the first was thirty-six, and the next seven barrels, in all one hundred and forty-three, which was all the flour furnished the commonwealth by P. Hewitt; this bill of lumber which I have marked 5, is included and settled in the account; I have marked 1, 2, 3, 4, amounting in all to \$3,501 57, which money I saw Mr. Peter Hewitt, receive from Nicholas Hewitt, on September 18, 1839; the bills, as they stand, are correct as to the articles furnished; the credit of \$1,737 24, in the bill 1, 2, 3, 4, is for money received from Nicholas Hewitt, and not as would appear from the credit for articles returned; for the articles thus paid for, no bill was rendered; there was no bacon sold to the commonwealth but by the hogshead; the goods were taken away by Hewitt's team, driven by Clark Thurston—Clark Thurston was hired by Nicholas Hewitt, and drove his team in November; this is Nicholas Hewitt's signature to the certificate of bill letter D, No. 123, endorsed Clark Thurston, \$161 25; Clark Thurston had no other occupation than driving team; he had no potatoes nor other kinds of produce for sale, to my knowledge; he was at the store generally every day; this bill of July, 1838, letter A, No. 131, endorsed Peter Hewitt's bill, \$1,737 24, was made out by me. Robert R. M'Kee, furnished no lumber except on his own contracts; he had not, to my knowledge, any contract for supply-

ing with butter and whiskey; I know Caleb F. Delaney, he owned a team which ran from this place to Huntingdon, during the break, but I do not know that his team was engaged on the public work; Dr. Coffee owned no team that I know of; I believe this bill, letter B, No. 120, endorsed Coffee & Delany, \$102 64½, to be in the hand writing of Dr. James Coffee; I have no knowledge of any partnership existing or having existed between Coffee and Delany; Peter Hewitt did not, to my knowledge, receive any money from James Steel; the wheelwright shop is carried on by David Hewitt, Sen. or J. David Hewitt, jr. the latter is the principal person; Peter Hewitt was not directed by D. M'Mutrie, jr. to furnish provisions; he received his directions from Nicholas Hewitt; Daniel Hewitt, lives on Spruce creek, he did not, to my knowledge, furnish any wheel barrows; the orders for goods, &c. for the commonwealth, were brought by Nicholas Hewitt and J. Moore Hewitt.

J. L. JOHNSON.

Sworn and subscribed, Aug. 3, 1839, before me, Geo. R. Espy.

WM. CONDRON, *sworn*—I was engaged on the public works, from Robt. Hamilton's to the first dam; under Nicholas Hewitt; I had contracts for the delivery of timber; I furnished and delivered 14,278 feet of round timber, as shown by my account which I now hold in my hand, this was nine cents per foot; I also furnished 2,269 feet, edge timber, at ten cents per foot; I also rafted and hauled timber furnished by others, for which I was to have two cents per foot: I also furnished sheeting at 13 cts. per foot, delivered at Peter Goods. I am acquainted with Robert R. M'Kee, he did not deliver any timber at Royer's dam, to my knowledge; he did not deliver any boards or plank at Royer's dam, to my knowledge; there was no railing put up between this place and Royer's dam by any persons but myself; I was to have thirteen cents per foot for putting up the railing; R. R. M'Kee did not deliver the timber mentioned in this bill, letter D, No. 120; I furnished the timber and put up the railing myself; I put up 7,823 feet of new railing, and 650 ft. of old, which was all that was put up between Royers dam and Hollidaysburg; I received for putting up the old railing, two cents per foot; the old railing was gathered and rebuilt under the directions of N. Hewitt; I contracted with M'Kee for the work, he contracted with Hewitt; I endeavored to obtain the contract from Hewitt, but he told me he did not think it would be put up that fall, he afterwards contracted with M'Kee; I heard of no public proposals for any public work except lock houses; I furnished timber to M'Kee, for three bridges, at ten cents per foot; I received my pay for the timber from Mr. Hewitt; the bill was receipted to Mr. Steel; there were no provisions ordered to me by D. M'Mutrie, Jr. Mr. M'Kee could not have delivered any amount of timber, on the dam, without my knowledge; I proposed to build the lock house at lock No. 9, for \$700, at 10 and 11, at \$750 each; I did not get the contract for the lock houses, from Hewitt; No. 9 and 10 were contracted for by John

Brotherline, I contracted with Brotherline and built No. 9 for \$550; William Bell built No. 10 for \$600, also for Brotherline.

WILLIAM CONDRON,

Sworn and subscribed, Aug. 3, 1839, before me, GEO. R. ESPY.

LAWRENCE CASSEDY, *sworn*—I worked at Spang's, under Duffy, and afterwards at Schmuker's, under John Chapman; I commenced working on June 27th, I worked at mason work and received two dollars per day; I did not board at the public shantee, with the exception of two weeks; I was paid by Duffy, while I worked at Spang's, and by Chapman when I worked at Schmuker's; I never received any money from Mr. Steele or D. M'Mutrie, Jr. I knew of four or five state hands being sent out by Duffy and Jas. Fenlon, to harvest, and that they drew their pay from Duffy, for that time; the feed for Fenlon's horses was hauled from Williamsburg and Spangs' mills, by the state teams; Fenlon had nine or ten horses on the work, some at work and some were not; James Fenlon drove one of Fenlon's teams; I do not remember the other drivers.

LAWRENCE CASSEDY.

Sworn and subscribed, Aug. 3, 1839, before me, GEO. R. ESPY.

PETER SUMMERS, *sworn*—I worked at the division by Spang's, under Barney Duffy. I know of two men employed and paid by the commonwealth, being away harvesting. One was named Brennen, and the other Gillespie, Stephen M'Bride acted as ostler to the teamsters. He took care of the horses. He had charge of the feed, and gave it out when wanted. I was employed by M'Connell as foreman. In July I received \$1 50 per day, the rest of the time \$2 00, from which my board was deducted. When we were throng, a boy went round with the check-roll, and called the names and took the time; when the boy did not go, I did. At other times Britt and I handed in the time at night to Duffy.

PETER SUMMERS.

Sworn and subscribed, August 3, 1839, before me, GEO. R. ESPY.

GEORGE BRUCE, *sworn*,—I worked at the break at Boyle's lock, above Water-street, under Jas. Fenlon and Alexander M'Connell. I was employed as a blacksmith. I commenced work in the latter part of June, and worked till the last of November. My principal business was sharpening tools, repairing lock irons, and spikes for the dams, and shoeing horses. I kept an account on paper, of the work done, which I rendered to Joseph Law, clerk to Fenlon. James Fenlon paid me my wages. Mr. Fenlon had 6 or 7 horses. He generally kept one four-horse team; one two-horse team, and a horse for riding. I got \$1 50 per day and my board. I kept my own time and the time of a young man who worked with me. I know of 3 or 4 State hands going to help a farmer Hileman with his harvest. They were absent 3 or 4 days harvesting. Two of the hands Patrick Brannon, and Henry Trexler, went to Huntingdon to the Inspector's election.--

They were absent 2 days. My helper received \$1 25 per day, and paid his own board. The stone masons complained at times of being delayed for want of stone. My time was kept on the general check-roll by Law. Fenlon was frequently absent a day or two at a time.

GEORGE BRUCE.

Sworn and subscribed, Aug. 3, 1839, before me, Geo. R. Esqr.

PATRICK HICKS, *sworn*—I worked on the break on Thomas Patterson's division. Edmund Burke was my boss; my time was kept by Burke; I understood that Mr. Patterson got the boards of one or two of the shantees that were torn down. While the work was convenient to Patterson, he was often on the work; afterwards he did not come so often, some times once a week, some times not so often.—Burke kept the time on paper and handed it in to Patterson about once a week. Green and Patterson paid us generally; once M'Connell and Steel came along and paid.

his

PATRICK ~~X~~ HICKS.

mark.

Sworn and subscribed, August 3, 1839, before me, Geo. R. Esqr.

JOHN M'GARRATY, *sworn*—I worked on the break at the dam above Williamsburg, at the second dam below Williamsburg, a few days at each, then at the dam above Water street, all the time under and employed by Fenlon; I worked as a carpenter and received \$1 75 per day, my time was kept by Law, Fenlon, Rose and Joseph Irwin; and Gondy kept the time in the woods. I commenced at the dam at Williamsburg June 21st, in ten or twelve days went to Water street, where I remained until August. The state cart was generally sent for provisions, I harvested one day and knew of others of the state hands harvesting also. The man I boarded with got provisions of Mr. Rose for the hands to help with his harvest. Four of the hewing hands were out harvesting, Robert Christy, John M'Goff, John Christy and William Weech. The regular price of harvesting was I believe sixty-two and-a-half cents per day at that time. It was in July that we harvested. I was not allowed time for Sundays. I was twice at home, once in June and once in July. I was generally absent two days when I went home. Mr. Law performed no other duty but acting as clerk to Fenlon—James Farren drove Fenlon's team—John M'Goff drove a dray for Fenlon.

JOHN M'GARRATY.

Sworn and subscribed August 3, 1839, before me Geo. R. Esqr.

JAMES A. M'GOFF, *sworn*.—I was employed by Fenlon & Duffy. We commenced opposite the first dam above Williamsburg; remained there five or six days, then left for below Williamsburg. I commenced work on the 21st of June, after remaining ten or twelve days I went to the dam above Water street, where I remained till the latter part of August. All who had horses had free access to the feed, and took when they wanted; the feed for the whole job was taken from

one granary, with the exception of a few bushels bought at Water street when the granary was empty. I had a riding horse and got feed in the same way of which no account was kept. I handed in the account of what I got myself, three and-a-half bushels at seventy-five cents, which Fenlon took off me. Fenlon received the time from the under bosses, and the check roll was ready made out before we were paid. He made no alteration in the check roll, in my presence, on account of the money paid for oats. I came up home in July and lost I think three days. Mr. Fenlon paid me twenty-four or 'five dollars in August which was all I received on the break. I rendered the account of the oats in August and signed the check rolls, at that time my wages were one dollar seventy-five cents per day. I signed no check roll but the August roll. All the money I received did not exceed forty-five dollars. That signature on James Fenlon's check roll of July, is not my signature, I never signed that name—John M. Gongh never wrote that name purporting to be his, neither he nor I were present when it was done. Mr. Gondy first kept the time, then Rose, then Green. Adam Ream drove Fenlon's team in the month of August, he now lives near the Tunnel on the Portage rail road. Martin Miksell and Robert M'Kim, also drove for Fenlon. The names of John M. Gongh, James W. Gongh, John Gongh and James M'Gary, are all written by one hand, I mean the four names to which James Fenlon is witness on his check roll of July 1838. I believe the witness wrote the other names; both I and John M. Gongh, are, and always have been in the habit of writing our names, neither of us have ever been accustomed to making our mark. Fenlon and I had a dispute on the mountain about my account; the check rolls were not present; he paid me fifteen dollars, and I gave him a receipt in full. I have a cousin James M. Gongh, who wagoned between Hollidaysburg and Huntingdon during the break, but who did not work on the break. I am certain of this fact. I have an uncle of that name who lives in Cambria county, who was not here during the break. John M. Gongh received from Fenlon but one dollar twenty-five cents per day. I have no recollection of having seen this July roll of Fenlon's. The figures opposite John M. Gongh's name have been altered, it now reads thirteen days at one dollar and seventy-five cents, total twenty-two dollars and seventy-five cents. The name of Allen Rose, foreman, has been scratched out on this check roll and the name of James Fenlon substituted above, the name of Allen Rose opposite the word foreman and that of James Fenlon written above are evidently the same hand. Fenlon had eleven or twelve horses, M'Keam and Miksell each drove a four horse team for Fenlon; also, John M'Gongh drove a two horse team for Fenlon; also, John M'Gongh's team was not employed on the work at all, but was continually engaged hauling feed and provision. I am confident that none of the men whom I have mentioned as having driven team for Fenlon had teams of their own. Martin Miksell lives near Jefferson,

on the Portage rail road. Robert M'Kim lives at Plane No. 4, he is driving for M'Bride. John M'Gongh lives half a mile from the foot of Plane 2.

JAMES A. M'GONGH.

Sworn and subscribed August 3, 1839, before me GEO. R. ESPY.

JOSEPH M'GARITY, *re-examined*.—I am in the habit of signing my own name. I neither made the mark, nor authorized it to be made, which is opposite my name on the roll of July, 1838, on which the name of Allen Rose is scratched out and that of James Fenlon substituted, nor did I ever see this roll before. It is about two and-a-half miles from Fenlon's job to Green's. They never gave me any intimation that a check roll was kept on which I was allowed but \$1 50 per day. I do not know Robert Escirt, Mathew Smith, Michael Reidoye, George Workinger, Godfreid Gorenger, William Gorenger, John Lucas, Joseph Beck, James Adams, William Gibson, George Drenkle, David Brandlinger, Thomas M'Call, Alexander Louthier, John Louthier, Robert Luther, or John M'Carty, or men of that name on the work. I worked the principal part of July on Fenlon's job.

JOSEPH M'GARITY.

Sworn and subscribed August 3, 1839, before me GEO. R. ESPY.

FRANCIS RAFFERTY, *Sworn*.—I worked at the dam above Williamsburg, under Mr. Hewit, Mr. Bell was the boss. I commenced work on the 10th of September, Mr. Bell sent me to the mountain to buy potatoes and butter, after I had worked eight days. I procured potatoes, and sold them to him at \$1 25 per bushel, and butter at twenty-three cents per pound. After the first load of potatoes, M'Vicker requested me to get some beef, I took down about thirteen hundred of beef, which I sold to them at six cents per pound. I worked eight days and a quarter, and received \$1 25 per day, deducting thirty cents per day for board. Nicholas Hewit paid me the money, he had the check roll, in this place my brother saw me receive the money; I was paid in Nicholas Hewits' back room, in the tavern. I know Nicholas Hewit, it was him who paid me the money, and there was no one present at the time, but my brother, Bernard and Michael Mulvean; J. Moore Hewit, clerk to Nicholas, was not present when I was paid, and made my mark on the check-roll. I am certain, I only received pay for eight days and a quarter.

His mark,

FRANCIS ~~X~~ RAFFERTY.

Sworn and subscribed, August 3, 1839, before me GEO. R. ESPY.

BERNARD RAFFERTY, *Sworn*.—I first worked under Thomas Patterson, John James was the boss, he kept the time and handed it in to Patterson. I worked in the quarry. I commenced work on July, 3. I engaged in this place, and was paid a day for going down. I continued on the work three months, and worked under Patterson.

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all the time. James kept the time on a piece of paper, and returned it every Saturday night to Patterson; I was paid \$1 25 per day, board deducted. I was present the day before the General Election, when Mr. N. Hewit, paid my brother Francis; we were in the bar-room, and Mr. Hewit, invited us into the back room; I wrote my brothers' name on the check-roll; this is the signature, and that the mark my brother made; I find the paper containing the signature and mark, to be headed check-roll. William Bell, foreman, September, 1838; there were no persons present but Nicholas Hewit, Michael Mulvear, my brother and myself; I know James Hewit, Nicholas Hewit's clerk; I am certain he was not present when my brother was paid the money. On examining this check-roll above described: I find Francis Rafferty credited twelve days, at \$1 25 per day, total \$15 00, on the same line on which I wrote my brothers name.

The first payment was made me by William Alexander, saddler, of Williamsburg. Thomas Patterson paid me in August; I boarded about four weeks in the public shantee, before that I boarded at Jones'; Patterson paid my board. I saw Patterson take boards off the public shantee, and took them to Williamsburg. I know of Phillip Finigan, and Charles Davis, and three or four others from the big dam, going from the big dam to the inspectors election at Huntingdon; Phillip Finigan, told me that the bosses N. and J. Hewit, Mr. Vicker and Lowrey wanted them to go to Huntingdon, to the election; that they were paid for their time, and had not to work, that their expenses were not out of their own pockets. I saw N. Hewit pay my brother Francis for the beef, potatoes, &c. I think it was \$139 00, not as high as \$150 00. I know of Nicholas Hewits' having two carts on the work; Alexander McVicker, had but one cart on the work.

BERNARD RAFFERTY.

Sworn and subscribed, August 3, 1839, before me, Geo. R. Esqr. ●

JAMES FARREN, *Sworn*.—I drove team for Fenlon a while, and a while for Duffy, Mr. Fenlon told me if I would go down, he would allow me \$1 25 per day, for driving. He paid me off with \$12 00 per month; I commenced on the 5th and quit on the 29th July; when I left Fenlon, I went to work for T. Patterson; I worked for him fifteen days and a half in August; I then went to work for Duffy, in September, I commenced about the 5th of Sept. and worked until the 25th of October, at \$1 25 per day; board deducted, and then went to driving team at \$10 00 per month, they did not deduct my boarding, when I drove my team; I signed the check-rolls, after I commenced driving team. Check-roll November, 1838, Barney Duffy, foreman, on this check-roll, this is my signature, opposite to which is carried out thirty one days, at \$1 25, \$37 50, no mark of team is attached to my name; I was told it was for B. Duffy's team I was signing—Duffy and Fenlon divided the horses on the summit; check-roll Oct. 1838, Barney Duffy foreman, on the check-roll thus described, I find opposite my signature thirty days at \$1 25 per day, amounting to \$37 50. On the front of the check-roll, I find my name without any designa-

tion of team attached. When I signed the check-rolls, Fenlon and Duffy told me that they could not draw their pay for the teams until I signed. John Brett never had a team on the work to my knowledge, but had a horse there towards the latter end of the time, his horse did not work.

#### JAMES FARREN.

Sworn and subscribed, August 3, 1839, before me, GEO. R. ESPY.

JAMES COFFEE, *sworn*.--I was not a public officer on the break. I was engaged in furnishing some supplies. There were some accounts furnished by Mr. Green of Huntingdon, of which I knew nothing, he presented bills and received the money for flour and bacon procured by me. I am the brother-in-law of Mr. Alexander M'Connell, supervisor of the Middle division, and furnished such articles as I received orders for from him. Mr. Green of Huntingdon, is a partner of mine in a drug store. I bought a quantity of flour that was in a boat that had been stove on the canal, some bacon also in the same situation; I was in no business here but that of practising medicine, but was as before stated, concerned with Mr. Green of Huntingdon. Henry M'Connell was the first who suggested to me the propriety of procuring supplies for the hands on the canal. Alexander M'Connell told me that if he would procure such articles as were needed and would furnish them at as fair prices as others, he would give us the preference. Henry M'Connell our partner, and brother to the supervisor, wrote to Mr. Green on the subject; Mr. Green was the only active partner of the firm; Mr. Green continued to attend to these matters until they were sold out. We bought two lots of flour, in all, three hundred and eight barrels; one lot we intended for Huntingdon. We afterwards purchased sixteen, and afterwards twenty-three barrels, part of it was taken to Huntingdon and sold there; we bought from nine to eleven hogsheads of bacon, of which one or two hogsheads were taken to Huntingdon. Flour fell at Huntingdon soon after the break and continued down for some time. Mr. Wolfkill took perhaps fourteen barrels; two barrels more went in a two horse wagon, cannot recollect any more distinctly. Flour being as stated low, we discontinued sending to Huntingdon. Some of the flour sent to Huntingdon remained on hand after all the remainder had been sold here. The bacon sent to Huntingdon also sold low. The flour and bacon remaining here was all sold to the canal line. I paid for the flour \$6 37½ to 6 75 per barrel, about equal amounts of each price. The flour was partly at Spang's, and partly in a barn near Williamsburg. The foreman of the work sent orders to Mr. Jones or Wright who had charge of &c. for flour, and on these orders the flour was delivered. The retail price of flour in Huntingdon got down to \$7 00, it afterwards rose as high as \$8 to \$8 80. The name of the firm in Huntingdon is Samuel F. Green & Co. Mr. Alexander M'Connell called on me, as an assistant, to procure a team to haul some lumber from the mountain. The whole amount of my claims against the commonwealth did not much exceed two hundred dollars. I bought the salt furnished to the com-

monwealth from J. C. Bowen & Co., the small amounts of bacon from the same; the powder was procured from Mr. P. Hewitt; the tow rope from Rudolph Williams. I do not know that I charged higher to the commonwealth for any article furnished than they cost me in the store. The price of coal varies in this place during the summer from eight to twelve cents; I bought the coal from Henry Lloyd, agent for the Pilot line. My sales of provisions were confined to Mr. M'Connell's division. I was paid by Major Steele all the bills I rendered. David M'Mutrie, jr. never instructed me or my partners to furnish any provisions; Major Steele made no objections to my bills on account of their not having been approved by Mr. M'Mutrie, jr. Major Steele came up here to get money out of bank, and after he had procured the money he proceeded to pay. That is my signature to the bill endorsed Coffee & Delaney, I cannot tell why the bill and receipt are without dates. The flour and bacon sold by Samuel F. Green, at Huntingdon, was a joint business between Mr. Green and myself, Henry M'Connell was not interested in this transaction, he was concerned in the flour at this end, but not in the bacon; neither myself, Mr. Green, nor Henry M'Connell bought anything farther in the provision line than I have mentioned. I was here at the time of the sale of the state property, by N. Hewitt, at public vendue; I was present at the sale, bought some coffee, buckets, and probably a rope; I think I bought the coffee by the lump, it probably cost \$8 00, what was in the barrel and bag; the articles were generally sold in lots, in bags or boxes; I understood that Mr. Hewitt had received orders to sell these articles and wind up the concern. Mr. M'Connell authorized me to employ hands. I sent a load of about three thousand feet of boards, for the purpose of building a shantee to use as a grocery store, they were not used for this purpose, but were taken by the commonwealth and used for a shantee, and charged in a bill by Mr. Green, I paid for the load \$58 00; when I bought my flour, it was selling at \$6 50, it afterwards fell and then rose again; it was estimated by some that the lot of coffee I purchased contained half a barrel or three-fifth of a barrel.

JAMES COFFEE.

Sworn and subscribed August 3, 1839, before me GEO. R. ESSEX.

GEORGE R. HUGHES, *sworn*.—I commenced work under Mr. Hewitt, on the 6th August, on the dam at Royers' forge. I worked as a carpenter at the lock and dam. The lock and dam were immediately connected. I worked generally through August, September, and eight days in October. The dam was to its height when I left. I put up the cap work before I left: the top pieces of the comb were on, and the work nearly completed. The principal part of the timber for the dam was delivered by W. Condron. My wages were \$2 per day in August and September, and \$1 75 cents for the eight days in October.—less thirty cents per day boarding. I know R. R. M'Kee: I do not recollect seeing Mr. M'Kee on the work. I never heard of R. R. M'Kee delivering any timber on this dam. Alexander Lowry,

jr., kept the time of the hands over which he was boss. He called the roll every evening, and took down the time. I understood that A. Hall was a boss over the men who gathered stone, and took the time of his hands. A. M'Vicker was also a boss over the carters. Mr. D. D. Crawl was boss over the quarry men. W. Bell and A. Solliday, were bosses over the carpenters. I think these all kept the time of the hands under them, which they gave to Hewit, (J. Moore.) Alexander M'Vicker lived about eight miles from the job: he was there, I think, most of the time. He did not, to my knowledge, deliver any lumber for the dam. I boarded at the public shantee. I understood that the provisions was generally furnished by the Hewits. A. M'Vicker and W. Bell furnished the shantee for some, with beef, and I understood from M'Vicker, that he and Bell were in partnership in the beef. I think they supplied beef three or four weeks, more or less. I never knew of M'Vicker furnishing any liquor: it generally came from Leaman's, but I understood N. Hewit, that he had sent to Pittsburg for twenty-seven barrels of whiskey. The liquor was first kept in the tool shed, adjoining the shantee, and afterwards in Hewit's office. I was at the dam at the commencement of the laying the timber, and was there during the laying of the principal part of the timber. I am certain that Robert R. M'Kee never worked on Royer's dam, at putting in timber, nor do I recollect seeing him on the job. Alexander Lowry, jr., foreman, gathered a company of hands, six, eight or ten, a few days before the inspectors' election. I understood that they were going to Huntingdon to gain a residence, in order to vote at the inspectors' election. One of the men, George M'Gregor, told me after their return, that they had been at Huntingdon to vote at the inspectors' election, and that he was allowed for the time he was absent. One of the others who went to Huntingdon, was named M'Closky. Lowry went with them—I saw them start. Peter Syfers had a horse and cart on the work: he is from fourteen to fifteen years of age. A. Glenn kept the shantee, and distributed the liquor: he had three carts, driven by boys from twelve to fourteen years of age. Two of them were his sons, and one was named Clabaugh. The carts were generally driven by boys. I do not know of Alexander Lowry, jr., having any carts on the work. I only know of one James Hewit: he had no teams, to my knowledge.—There were two yoke of oxen on the work: Peter Hewit told me they belonged to him. These were the only oxen on the job. I know of no James Hewit, but James M. Hewit, the son of Peter Hewit. One of the teams was off the work two or three weeks in August and September, occasioned by the lameness of one of the oxen. On the day previous to the inspectors' election, M'Vicker told me I must go to Hollidaysburg, to the election. I told him I could not lose the time: he told me I should be paid, and I went in Hewit's wagon, and was paid for the time: there was a wagon load of us, and I believe all were paid. There were six of us: the wagon was engaged in hauling provisions for the work. A. M'Vicker kept a riding horse, the only one on the work: I never heard of D. Hewit keeping a

riding horse on the work. Clark Thurston drove us up on the day of the inspectors' election : it was always a two horse team, commonly good horses. I never knew of any David Hewit working on the job. I believe M'Vicker and Bell killed the beef themselves : it was killed at Bell's, and brought to the work in the state carts : M'Vicker told me that they quit butchering on account of people's talk. I know of the state hands working on Royers' tail race, in the latter end of September, the laboring hands, six or eight of them, for six or eight days. I know of state hands going out to harvest—one named Confare : I think it was about the 6th of August, 1838. I was paid by Nicholas Hewit.

G. R. HUGHES.

Sworn and subscribed August 6th, 1839, before me, GEO. R. ESPY.

JAMES FARREN, *re-called*.—I know of public property being left in the state shantee, at the time of leaving the work ; some wheel barrows, lock irons, some liquor and flour, two barrels of flour and part of a barrel of liquor, which were taken away by Spang ; he also tore down one of the shantees, and took the stuff to build a stable. I was sent to Huntingdon twice at night ; once for the returns of the election, and once for Alexander M'Connell's trunk ; I was allowed a day each time ; I know of John Flick and Arthur Rogers going to the election at Huntingdon ; they were allowed time for it.

JAMES FARREN.

Sworn and subscribed August 5th, 1839, before me, GEO. R. ESPY.

GEORGE R. HUGHES, *re-called*.—A. M'Vicker showed me a letter from Nicholas Hewit, in which my name was inserted with others, directed to come up to Hollidaysburg to attend the inspectors' election. He showed me the letter, in reply to my question as to why I must go to Hollidaysburg ; I objected to going on the ground that I could not lose the time ; he replied that I should not lose the time, but should be paid.

G. R. HUGHES.

Sworn and subscribed August 5th, 1839, before me, GEO. R. ESPY.

HUGH HURL, *Sworn*.—I was engaged during the break in 1838, keeping bar for Nicholas Hewit, the supervisor ; I did not own any whiskey—I sold the nineteen gallons three quarts for N. Hewit ; it was taken away by the hands in jugs. I did not furnish the amounts of potatoes, in the bill, twenty-one bushel. I furnished part of them to Mr. Hewit ; the body of the bill, "B. No. 184, Hugh Hart \$40 07½" is in the handwriting of Nicholas Hewit, the signature to the receipt is mine ; I think the signature to the certificate, is the handwriting of Nicholas Hewit ; I signed the bill at Mr. Hewit's request as his agent, Mr. J. Steele, was not present when I signed the receipts ; T. Stevens and Mr. Dickey, were at Mr. Hewit's at the time of the break ; Mr. Pennepacker was there subsequently ; Mr. Hewit did not to my knowledge, perform any duty on the canal, until after the break ; I do not know of N. Hewit having any but one team, which was a two

horse team on the breach ; this team was engaged in hauling provisions to the break, generally made one trip a day, and was at home in the evening ; It was drove at first by a man named Hare, and afterwards by Clark Thurston ; some of the men were paid by Hewit at home ; Alexander Lowrey, Sr. was foreman of this end of the work ; I recollect seeing D. McMurtrie jr. here once during the break, Mr. Hewit never informed me that McMurtrie directed him to purchase provision for the canal, the wagon which hauled provisions, sometimes loaded at N. Hewit's it loaded potatoes, and probably other articles ; the liquor furnished to the commonwealth was charged in a book, (the potatoes I think was not charged in the book.) I remained with Mr. Hewit until March 27, I saw some articles from the shantee at Mr. Hewit's house, some cups, saucers and plates, some bed clothes which he put in his boats, some of the money for the goods sold at the vendue, by Mr. Hewit was paid to me ; I do not recollect to have heard any conversation between Mr. Hewit and any one else, in relation to bringing hands to the election ; I know Robert M'Kee, do not know whether he was generally about town during the break or not ; never heard him speak of laboring on the canal ; I think he had a contract on the canal, under Mr. Hewit ; I saw Hewit pay him money, and understood it was for timber furnished to the canal, I do not know of Mr. M'Kee selling any articles to the public officers on the canal.

HUGH HURL.

Sworn and subscribed, August 5, 1839, before me, GEO. R. ESPY.

JOHN F. LOWREY *Sworn*.—I had a team employed on the public work, during the break, under Nicholas Hewit, I was engaged hauling timber from Brush run and for the feeder aqueducts ; Nicholas Hewit paid me the amount of my bills ; the bills were made out in separate items, so much a day for the team, so much for the timber, and so much for the hands ; one of the hands was William Holliday, and one Samuel Smith, David Dickey drove the team ; I done some hauling for the dam below Frankstown, Alexander Lowrey jr. is near fifty years of age. The writing in the body of this bill B. No. 177, John F. Lowrey \$175 00, is not in my hand writing, the signature to the receipt is mine—I received the money from N. Hewit, Robert R. M'Kee, sold me a lot of timber left from the new bridges, agreeing to give me a lot of old timber left from the old bridges, if I would purchase the new, he afterwards made me pay for both old and new ; I paid him about \$16 00, for the old timber, and the whole bill was upwards of \$50 00 ; my team was a four horse team, William Condson hauled the timber for the bridges, R. R. M'Kee, admitted to me that he had a contract for the bridges, and that he had employed Condron to build them ; in the lot of plank I purchased of M'Kee, was some two hundred feet of two inch plank which he said I should have for what they cost him, which was, \$2 40 ; I think that after harvest I received for my team and driver, \$6 00, besides the seventy

trees in this bill above described, I only sold the thirteen mentioned in this bill, which is in my own hand writing, eighty three in all.

JOHN F. LOWREY.

Sworn and subscribed, August 5, 1839, before me, GEO. R. ESRY.

JOHN M'DERITT, *sworn*.—I worked at the aqueduct, at Spang's ; I received \$1 25 per day, less my board ; my time was kept by Barney Duffy ; I worked one night in November. There were but two yoke of oxen on the work ; I signed two check rolls, on which I received no money ; I worked 21 days in November ; I know Hugh Meloy ; he kept the shantee ; he had no cart on the work ; Duffy paid me my money. There was no such man as Henry Cook on that job, with or without teams. Some of our men went to Huntingdon, to the inspectors' election ; William Elwell and Hector Davis were among them ; I was asked to go ; the men who went were paid. I know John Britt ; he had no team on the work ; I know Thomas Nolan ; he had no team on the work ; Nolan was a laboring man ; Britt was a boss ; Stephen M'Bride kept the stable, and gave out the feed : the feed, I suppose, belonged to the commonwealth. M'Bride had no horse, waggon, or team of his own ; Michael M'Guire had a team, generally hauled timber from Huntingdon—was turned off about the time of the election, *because* he was a democrat.

JOHN M'DERITT.

Sworn and subscribed August 5th, 1839, before me, GEO. R. ESRY.

EMANUEL BIGHAM, *sworn*.—I was engaged on the public works ; I had charge of the boarding house at dam No. 4. I was employed by Mr. Hewit ; my wages was \$1 25 cents per day ; I had no team on the work ; there were two yoke of oxen on the work ; I understood they were owned by Nicholas Hewit ; I believe there was one of the oxen hurt—cannot say at what time, or how long he was lame. Mr. Bell rebuilt the lock house ; I heard him say he had a contract for the building the lock house ; he bought the lumber of the commonwealth to build the lock houses ; he told me he paid \$100 00 for the shantee I occupied : the blacksmith shop was bought by A. Elias, for \$1200 ; Mr. Bell told me he got either \$650 or \$750 for building the lock house ; I know Robert R. M'Kee : he did not, to my knowledge, do any work on the dam ; I commenced on the 16th July, and remained six or seven months ; Mr. Condron put up the railing above the dam ; Mr. M'Kee did not work at the railing. After the other property was taken from the shantee, one half barrel of liquor was left in my charge ; Mr. M'Vicker ordered it to Mr. Borear's, who got it ; I understood that Thomas Patterson and Mr. Bell contracted for the building of the abutments of the new county bridge, near there : one of the hands employed on this work, boarded with me at the shantee ; his name was Casper Rester : Mr. Patterson brought some of the hands from Williamsburg ; I know of N. Hewit having two carts on the work, and think he had three ; he had no four horse team ; I think there was a four horse team owned by David Hewit.

There was one riding horse on the job ; he belonged to M'Vicker ; he was not there all the time—cannot say how much of it he was there. I think that N. Hewitt had three yoke of oxen on the job ; I think they were there more than three months ; Andrew Haslett and John M'Giffin, and others I cannot name, drove the oxen ; any of the state hands were called to drive ; I think Haslett was sent to Hollidaysburg for the oxen ; Haslett drove the middle size and small size together ; I cannot say that there was at any one time three yoke of oxen at work ; soon after the the three team came, one of the other oxen got lame. I believe, that if Mr. J. Moore Hewitt had not been permitted to cross examine me, I would not have thought of or stated, that there were three yoke of oxen on the work.

E. M. BIGHAM.

Sworn and subscribed August 5th, 1839, before me, GEO. R. ESPEY.

JOHN CARR, *sworn*.—I worked at Spang's Iron works on the repairs under Duffy, commenced about July 4th, and continued until about November 1st ; after the water was let in, I was sent by Barney Duffy, and another carpenter was sent by Fenlon, to build a rolling-house, Duffy sent the stuff by me and gave me orders to go to Spang's and get the nails. He sent a team of horses and about two hundred feet of stuff, I never knew the stuff to be brought back, it took about 10 pounds of nails. The boards that were not used were kept by one of Spang's tenants for his apple-press ; I was paid for the time occupied in building the house. I knew of three men who went to Williamsburg to the Inspectors election, they were paid for their time of course ; I boarded in the public shantee—there were upwards of fifty hands on the job who nearly all boarded in the shantee, I boarded part of the time at a farmer's house, Duffy paid my board and the board of some others who boarded there, in provisions ; Barney Duffy had two riding horses, but no carts ; a man was kept to feed the horses, his name was M'Bride, he had care of the feed, all the teams fed out of one granary ; Fenlon's horses were kept in the public stable. I doubt I lined Duffy's shantee, when he left it he gave it to Spang. The men who went to the election were absent three days, they would not go without they were paid—I saw them paid.

JOHN CARR.

Sworn and subscribed August 5, 1839, before me GEO. R. ESPEY.

ABRAHAM HARE, *sworn*.—I was employed on the Juniata breach by Nicholas Hewitt, I worked on the aqueduct three days, worked a few days on the dam—I commenced with the first hands ; I afterwards went to driving Hewitt's team, I was principally occupied in hauling provisions ; Hewitt paid me sixteen dollars per month ; I hauled considerable flour, I hauled flour from Walker & Roger's warehouse, to P. Hewitt's carriage-house ; I believe the flour belonged to P. Hewitt ; I was sometimes occupied in hauling wood for Hewitt. There were some twenty hogsheads of bacon belonging to P. Hewitt, the most of which I hauled down—some of the hams, about eight, were used at N. Hewitt's, I am certain of eight, do not

know of any more, four were taken at one time, and two at two other times. Some of the bacon was sold to a shoemaker who worked at the foot of the three mile dam, and lived in Frankstown, Henry Hashberger, I brought it up to him on the wagon; it was sold by J. Moore Hewitt.

His  
ABRAHAM X HARE.  
mark.

Sworn and subscribed August 5, 1839, before me Geo. R. Espry.

GEORGE COLLENBACH, *sworn*.—I was engaged by Mr. M'Connell on the first two locks on this side Water street, under James Fenlon; I first engaged as a carpenter and afterwards as a boss, I was to have \$2 00 a day as carpenter; Mr. M'Connell came to me with one hundred German's from Pittsburg and asked me to be boss over them; I kept a check-roll for the hands under me, which I handed to Fenlon, who gave it to M'Connell to transcribe on the general check-roll, I was not required to swear to my check-roll; some times Mr. Fenlon would employ hands, and some times would say they had enough; The hands who came from Pittsburg told me they were to have \$1 25 per day from the time they left Pittsburg, and their passage paid in; M'Connell told me I would not have to work so hard if I was boss, that I could work when I liked; these Germans were hired in Pittsburg by Job Patterson—Patterson came on with them; Job Patterson staid at Spang's with one hundred, and sent one hundred down to Irving's job, afterwards Fenlon's; I boarded at the public shantee; the provisions were furnished at first by Irving and afterwards by Fenlon. Fenlon kept the check-roll for his own teams, they were not kept on the check-roll with the general teams; I was not allowed time for Sundays except when I worked; Fenlon got some flour in Hollidaysburg, some at Spang's, some at Water street; he kept one team employed in hauling provision and feed for the teams; Fenlon kept the shantee himself and hired the cooks—Irvig did so before Fenlon came; I kept the time of the two boys who worked at the shantee, but not of the girls, I gave them seven days a week; at one time the hands complained of the bread and could not eat it, I went to the cook and complained, and she said the flour was not good, do not know where the flour came from; Fenlon had a four horse team and a two horse team, there was no other four horse team that worked there steady, nor no other two horse team; toward the last Woodcock hauled timber, &c. with a four horse team; we sometimes had provisions plenty, sometimes they were very scarce; my hands all quit at one time on account of the want of provision; I also heard of complaints at the shantee kept by Reagan; Fenlon furnished provisions there also. The lock-keepers, and others, who boarded hands were furnished with provisions from the shantee, whenever they wanted groceries or provisions they sent up and got whatever they wanted—coffee, sugar, flour, meat, &c. which were charged to them. I know of hands being sent to harvest, some of my hands

were sent, by orders from the head boss, to help Hileman, the hands did not want to go and I had to coax them, I had orders to keep their time on the check-roll, sometimes they were gone one day, sometimes two; at one time I sent four hands who staid one or two days. There were three bosses who also sent hands, their hands were English and they sent more hands than I did. Four of my men were away four days with the carpenter, during which time I did not see them, Fenlon told me to keep their time while they were gone. I heard that there was liquor furnished to the hands at Spang's the day of the election; Fenlon wanted me to stay there the day of the election to explain to the German hands. Fenlon kept one grey riding horse on the work and but one; some of the carters bought oats in the country for themselves, and some bought from Fenlon. The stable was built by the state hands of the state boards. We had a blacksmith shop and two blacksmiths, they sharpened tools and made lock irons, shod horses of the teams, and repaired the wagons and carts; I saw the carpenters standing idle for want of spikes; the repairs to the wood work of the wagons was also done by the state hands; Fenlon had no carts to my knowledge; after I had complained of Staals, the boss from Huntington, who was a relation of M'Connell, the carts did not go in his name; I told him he must put another boy to his carts or take his carts off.

GEORGE COLLENBACH.

Sworn and subscribed August 6, 1839, before me GEO. R. ESPEY.

PETER BOYLES, *sworn*.—During the break in 1838, I kept public house in Gaysport; the boards bought for the use of the commonwealth, were unloaded in the neighborhood of my house; I think they were brought there by the state carts; I think I heard Mr. Irwin, who was boss on the work, say he was going up to send down plank and hunt hands, for he was ashamed to stay on the works—that there were more bosses than hands. Dr. Coffee and Lewis H. Williams attended to the sending away plank; Williams came to my house for hands; he said they were Dr. Coffee's plank; the teams were there generally every other day. A. Van Tries and B. Duffy were bosses mending the breaches in the rail road, opposite my house; it was mended the week after the break; Duffy worked at this job four or five days; Van Tries continued on working at the break: in about a week, the cars passed over the break. I was at the sale of the property by vendue, brought from the state shantees; James Farren, who drove Fenlon's team, was engaged in hauling up the property from the shantees; Hewit's team was also engaged in hauling; Hewit's father drove the team; I attended the sale, and bought some of the property; I bought a box of bedclothes, containing about 61 pieces, a lot of crow bars, picks and shovels, a lot of barrows, and a good many other small articles, some tin ware; I bought forty-four barrels, two or three picks, and one half dozen shovels. The bedding was boxed up, and sold by the box; they opened one side of each box; some of the boxes were opened by the purchasers: N.

Hewit objected to selling by the piece—said it was too tedious; a great many boxes were sold, cannot say how many; wheel barrows were sold in lots, one dozen and a dozen and a half together; picks and other tools, were sold in the same way; the sale lasted two or three days—it was then adjourned for a week or so, and then continued at Hewit's own house; the sale at Hewit's house lasted one day or more; I paid for the barrows, \$3 or \$3 50: some were good, and some were bad; by repairing, they were all made good, and I sold them back to the commonwealth again; I think that the barrows, crow bars, picks and shovels, cost me about \$13: I sold part of the crow bars and other tools, and thirty-nine of the wheel barrows, to Mr. Riter for \$53, which I considered very low; I did not repair any of the tools nor barrows, but sold them as I got them; I kept, I think, three barrows, one pick, two shovels, and three best barrows. The bed clothes were as good as new, except one sheet; I had thirty blankets, one sheet, thirty-one coverlets; I paid for the lot, \$38 or \$39; the blankets were store blankets—good as any store blankets for beds; the coverlets were some large, and some small; some were large enough for a double bed, and all large enough for a single bed; they were quilted. One very large box was bought by Joseph Rowland and — Low, for \$40 or \$41; I bid within fifty cents, and was very sorry, after I saw what was in it, that I did not get it; Hewit said it was a bargain for any man at one hundred dollars; it had some goods on top that were bad, but below they were good, and it contained as much again as the one I got; I think some of the boxes were bo't by iron masters. Some of the property was bo't by Nicholas Hewit; I think he bought one of the boxes; Thomas M'Namara bought a heavy lot of barrows, crow bars and tools; I saw bar iron sold by the ton; Peter Hewit, Thomas Jackson and Thomas M'Namara bid on it, but I do not know who got it; there were some new shovels sold: after half a dozen were sold, Hewit stopped the sale—he said they were too cheap; they did not bring more than 50 cents each: this was on the last day of the sale. Some got better bargains of the tools than I did; there was some flour sold—cannot tell who bought it, nor what it brought; I saw a set of blacksmith tools, which P. Hewit bought, afterwards in his store for sale; I understood P. Hewit bought a considerable quantity; Hewit sold some of the iron at private sale; I wanted some, but did not call on him; I presented but two bills to the commonwealth: one to Mr. Connell, for \$39 50, and one for a smaller amount, say from \$25 to \$40, to Duffy, both for boarding hands; I paid N. Hewit for the goods I got, with a note on the Pilot Line.

PETER BOYLES.

Sworn and subscribed August 6, 1839, before me, GEO. R. ESPEY.

MICHAEL DURBIN, *sworn*.—I worked at Spangs, Barney Duffy was foreman; on the 28th June, I left my house in Cambria county; they agreed to pay me for the time from leaving home, cannot tell the day of the month, but quit about the 15th or 16th of September; I had

a partner ; I had a horse and cart kept in my name, and a four horse team kept in Maguire (my partners name;) I drove the horse and cart myself, Maguire drove the team; Barney Duffy bought a horse and cart, and had it on the work a short time; James Fenlon had a four horse team on Duffy's job, all the time I was there; A. W. Wright, clerk in Spang's store, had two carts on the work all the time I was there—Maguires' team was occupied in hauling lumber from Hollidaysburg to the work nearly all the time; B. Duffy kept the time of Maguires' team, he also kept the time of my cart, when Duffy was absent, John Britt kept the time; P. Duffy paid me, and generally paid the hands, at the job, he also paid Maguire; I was not present when Maguire was paid. I signed the check-roll for the horse and cart, Mr. Maguire signed for the team. In the first month, I received \$2 25 per day, after July 28, \$2 00 per day. I had a first rate horse, better than Duffy's—the reason he gave for reducing my wages, was that they had rather more carts than they needed, and they thought they could get carts for that price; Maguire bargained for \$6 00 a day—about a month afterwards they raised the wages to \$7 00; he also got his boarding clear, while he laid at the shantee. James Downey had a horse and cart on the work also, Mark M'Laughlin also had a horse and cart, John Winter also had a horse and cart; B. Duffy told me that all the carts were reduced to \$2 00, when mine was. I know of James Glass, John Gillespie and Henry Reamer, being all sent harvesting; they were one day at Kincaids; they were absent two or three days; Duffy was not there all the time; at one time he was absent three days; my horses stood out—but there were stables built; Gillespy and Glass, spent some time at work, building the stable for James Fenlons' team; Barney Duffy sold, or put away his cart, after which it went in the name of Stephen M'Bride, Jeremiah M'Gonigle, a boy about twelve years old, drove Duffys' cart --after he was sold M'Bride did not drive him; M'Bride kept the granary, the feed was generally chopped rye, Fenlon and Duffy kept their feed together; the feed was brought there in Fenlons' two horse wagon, he would take two horses off the team, when he wanted to send their feed; Barney's mare was kept with Fenlons' team, and fed out of the common stock; the feed was brought from Neff's mill at Williamsburg. They also kept oats; when we wanted feed, I went with the horse and cart, and was docked for the time, say six days in all; Mr. M'Connels' horse when there, was kept in the public stable, Fenlon's, Duffy's, and M'Connel's horses, and those of the officers of the line, generally were kept in the public stable; I boarded at the public shantee, kept by Hugh Maloy, his wife and two daughters, one twelve the other eighteen or twenty years of age; Malov did not work on the job. In August we had about one hundred hands on the job; a good many of them boarded in other places than the shantee, among the rest Mr. Brown boarded, they got their flour and other things at Spangs'.

NICHOLAS HEWIT, *sworn*.—I was appointed supervisor by the board of canal commissioners, a few days after the break, I had charge of the work, from Hollidaysburg to Royer's dam, including the dam and outlet lock immediately below; I was instructed by the board, to commence the work, and proceed as fast as possible, bearing in mind, that it was to be done if possible, in six weeks. My appointment was to be considered to be temporary, to continue during the break; I gave a bond to the commonwealth, and drew \$5,000 00 from the treasury, which amount I afterwards paid back, I was told that the money (part of the repair fund) was not properly applicable to this work, and I was instructed to pay it back, by a resolution of the board, after other funds was provided; and during the progress of the break, I received the money with which this was paid, from Mr. Steele, on presentation of vouchers; the secretary of the board, when he forwarded the order for the money, directed me to call on Mr. Steele for the money; Mr. Steele paid me what money I needed to carry on the work; I gave Mr. Steele a bond with bail to the amount of \$10,000 and he advanced me money when I needed it, and he had it; I received the money from Mr. Steele, as disbursing officer of the commonwealth; I believe that I stood towards Mr. Steele, as I would have stood towards the commonwealth, Mr. Steele did not exercise any authority over the work, except in money matters; but if he had, I would have considered myself amenable to him, as he did not consider that I had entire control of the work; all appointments, and all arrangements with reference to the completion of the work, were under my own control, and were not influenced by Mr. Steele, or the other supervisors. The canal commissioners, I think, instructed me to put on a sufficient number of foreman, to complete the work; the number was discretionary with myself; I had previously acted as foreman of the canal, and was to some extent acquainted with the laws of the commonwealth, in relation to appointments, &c. The canal commissioners did not furnish me with the laws on the subject, but instructed me to forward the work as cheaply and speedily as though I were working for myself. I proceeded to appoint as many foremen as I considered necessary to expedite the work; I was not restrained in the appointment of officers, nor was I enjoined to increase the number, I employed some hands, and my foremen were instructed to hire when necessary; the board of canal commissioners, instructed us to establish boarding houses, purchase provisions as cheap as possible, and charge the boarding at thirty cents per day. The orders for this was verbal, and was given, I think, by Mr. Stevens and Mr. Pennypacker.

The system adopted and practised as respects keeping shantees and boarding the hands, was that ordered by the canal commissioners; I was instructed to furnish provisions for the use of the shantees, and done so agreeably to orders; the purchases were made by myself, and foremen and bosses; Mr. Bell generally made the purchases or authorized the bosses to do so; the bosses were not men who kept check-rolls; I had bosses at the dam over different sets of hands, and Mr. Bell was foreman over all at the dam and kept the rolls: Mr. Steele never was on my division to pay, the check-

rolls were taken to him at Huntingdon ; I mean James Steele of Huntingdon ; Mr. Steele received the bills and check-rolls without any objection as to the manner in which they were certified, he took all that I presented as good vouchers ; I do not remember having informed Mr. Steele that I had foremen or bosses on the work who kept time, other than those who proved the check-rolls : There was no other officer engaged buying provisions, except those on the check-rolls, I understood that D. M'Mutrie, jr. was appointed to assist in procuring tools and provisions, but know nothing more about it, he never furnished any materials, tools, or provisions to my line, I only know of the appointment by hearsay, Mr. M'Mutrie never did to my knowledge come on this end of the line to exercise the duties of his office ; if Mr. M'Mutrie had come to exercise his office on my division I should have considered him as an assistant of inferior powers to myself. I had no man whose particular business it was to ride round and procure provisions ; I authorized the keeping of one riding horse belonging to Mr. M'Vicker ; after the break was repaired I was continued supervisor and my jurisdiction extended to Huntingdon dam. After the work was finished I received orders from the Canal Commissioners to bring all the furniture, tools, &c. of the shantees and work to Hollidaysburg to be sold, with the exception of what I considered a full supply, which I left along the line ; the bedding was nearly worn out, and the tools and wheelbarrows nearly worn out ; I certainly received such a resolution from the Canal Commissioners, and think I have it yet in my possession ; I brought them here and sold them ; we commenced selling in a tedious way, but afterwards concluded to sell them in lots, the boxes were partly opened so the contents could be seen. There were some provisions sold along the line, some flour at the sale, and some meal I kept myself ; I think the flour sold at from five to six dollars—I do not recollect who bought it ; there was some bar iron, cannot say exactly how much, perhaps from 2 to 3 tons ; there was a number of new shovels, cannot say how many, do not know what they sold at, I think Peter Hewitt bought the greater part of them ; I think new shovels bought for the commonwealth cost from twelve to fifteen dollars ; Mr. M'Fadden bought part of the new iron, cannot recollect the name of the persons who bought the rest ; the sale occupied principal part of two days, cannot say what was the whole amount of the sale ; part of the money has not been collected yet, a considerable part, cannot say how much ; I was instructed to make sale, collect the money and pay it into the treasury, I understood that I was to pay the money directly into the Treasury at Harrisburg ; I do not recollect any time fixed in which the money was to be paid over, my instructions on this subject were all comprised in one resolution ; I understood that Mr. Whittaker had similar orders ; I bought a small lot of tools, also a lot of dishes and of bed clothes, all of which was sold by public outcry—the crier was D. Stayly ; the clerk was J. Moore Hewit, he generally kept the list of sales ; the list is still in my possession, amounting probably to ten or twelve hundred dollars, perhaps more, not more than fourteen hundred dollars,

nor less than nine or ten hundred dollars ; my account in the State Treasury department stands square. I had no settlement for the five thousand dollars, as I generally made the contract with the persons who kept the shantees on my division. I never gave instructions to any of my foremen to allow time to men who were not employed on the public works ; R. R. M'Kee put up the railing along the foot of the dam ; Mr. M'Kee is not a mechanic in wood, nor do I know of his owning any woodland ; Mr. M'Kee attended to the work ; I think he let it out : He also built I think two bridges for me ; I think the price of the bridges was less than three hundred dollars : Jones, a man who kept a shantee, also boarded hands elsewhere ; articles of provisions belonging the commonwealth were sold to him and deducted off his bill of boarding ; other articles were sold but contrary to my orders ; J. Moore Hewitt was my clerk ; Jones boarded hands at the same rate the commonwealth did : The contract with Mr. M'Kee was private, it was made before the dam was finished, though the work was not done until afterwards ; I think old Mr. Condron put up the bridges, and his sons the railing, Mr. Condron I think furnished the principal part of the timber for the dam ; Mr. Condron is a workman in wood ; I do not know that Mr. Condron wished to contract for the railing at the time I contracted with Mr. M'Kee ; I think Mr. Condron told me he got seventy-five dollars for building the bridges : We had at one time on Bell's job probably one hundred men, at other times we had not near so many ; Mr. Bell did not solicit the appointment of foreman ; I went after him : I think I advised the attaching together check-rolls, no person ever suggested the plan to me, I deemed it necessary in order to have the time all on one list ; [ I generally paid off my own rolls in the presence of the foreman : ] Mr. Bell never paid a final payment, nor made any payment except in my absence ; I think J. Moore Hewitt, made some payments in my absence.

I bought some oxen, and was advised by Mr. M'Connell to put them on the work, in the name of any person who would receipt for them, so that I could draw my money ; I stated this to Mr. Steele, who approved it ; my cattle were driven by the state hands, whenever and wherever they were wanted ; I did not furnish a driver ; I had three yoke of oxen part of the time—at other times two. At the time one of the oxen got lame, I purchased and sent down another, which made the three ; the other got well in eight or ten days, after which the three were there ; J. M. Hewitt had neither cattle nor teams of his own, but my cattle were kept in his name : he receipted for them, so that I could receive the money ; the usual price of a two horse team and driver on the break, was \$4 50 to \$5 00 ; my team was driven first by Abraham Hare—afterwards by Clark Thurston ; I think Clark Thurston's time was not on the check roll ; I did not know of any Clark Thurston, but the one who drove my team ; I think Mr. Thomas Patterson built the abutments of a county bridge, near the dam ; I do not know whether it was built while the dam was in progress ; I furnished no hands to that work. My supervision was confined to the canal : I had nothing to do with the rail road ; I

think Mr. Steele's jurisdiction, in relation to finances, extended to the rail road which was destroyed by the flood; a few of the hands from my job worked at Royer's race, without my knowledge: I knew nothing of it until within a week or two; they were sent by Mr. Bell, at the request of Mr. M'Neligh, Royer's clerk, who had an account against the commonwealth, and credited the commonwealth with the amount of labor performed; I do not recollect of having written a line to Mr. M'Vicker, requesting any of my hands to be sent up for any particular purpose, other than the service of the commonwealth; I do not know whether the hands were paid for the time spent in attending the election, nor had I any conversation with Mr. Bell on the subject; I recollect hearing of some men going to Huntingdon to the election, but never spoke to Mr. Bell on the subject; I do not recollect hearing of any hands going out to harvest, or of the public property being sold or taken by Mr. Royer, or any of his clerks or men. The meat used in my family, I purchased of my uncle, Peter Hewit, some eight or ten hams for my own use: no meat purchased for the commonwealth was used in my family, other than I have stated; the meat, eight or ten hams, alluded to by Mr. Hare, was purchased from Peter Hewit, for my own use; I bought the meat for the commonwealth from Peter Hewit, by the quantity; it was generally taken to the work in hogsheads; in one instance, I believe, a hogshead was opened, but it was not common to take it in that way; while it remained here, it was kept in a shed attached to my stable; I think it was common to allow foremen full time on the line. The boxes of goods at the sale were opened, the goods exposed, and generally speaking, emptied out; Mr. Steele at first contemplated paying off the hands himself, but he afterwards abandoned it, as he found it impossible to get over the line in a month; I understood this from Mr. Steele himself; I never heard the canal commissioners speak of their reasons for appointing so few officers on this break, nor did I ever hear them speak of the propriety of repairing the breach by contract or letting; I had three foremen generally, and for a short time four; I had three or four bosses; the length of my line was twelve miles—part of it was not injured, other parts were entirely destroyed; the heaviest job was the dam. In keeping the check roll, mechanics were named, teams were named; and teams were not generally kept on the check rolls; hauling was generally paid in bills; I think my team was one month on the check roll; at other times I made out my own bills.

I bought my lumber every where that I could get it, the most perhaps from P. Hewit, my reason for buying from him, was, that he was the most extensive dealer in lumber in the place; he generally delivered it here; I think 1 or 1½ inch boards, cost from \$16 to \$18, delivered here, and plank in proportion; I think I paid \$20, for some; the lumber was generally delivered here; I cannot recollect whether Mr. P. Hewit charged for hauling the lumber from the saw mill here, but I think he did not; I bought no lumber in Tuckahoe; I was neither directly, nor indirectly concerned with P. Hewit, in the purchase of the lumber;

I do not know of any officer on the repairs, who received any percentage, or other commission, directly or indirectly, for dealing with particular merchants; Mr. M'Vicker commenced killing cattle for the work, as soon as I heard of it, I called, and requested him to discontinue it, and he did so; I do not know that Mr. Bell was concerned with Mr. M'Vicker; I knew nothing of the state carts hauling this beef, and am inclined to think they did not; we were instructed by the board of canal commissioners, (verbally I think) to introduce whiskey on the work; I never heard of any groceries, provision or liquor being sold to any of the neighbors; the copy which I have handed you, to which my certificate is attached, is a true copy of the resolution in relation to the sale of property, furnished me by the board; Mr. Steele furnished me with a form of receipt, and I considered myself, after his appointment, merely as acting under his orders, as a disbursing officer—my impression is, that the bond I gave, was to Mr. Steele, and not to the commonwealth; I also gave bonds to the commonwealth, which I considered binding to the commonwealth; for the money I received from Mr. Steele, I considered myself accountable to Mr. Steele. I have paid Mr. Steele the whole amount of money received from him, or in other words presented vouchers for the amount and have vouchers now left in my possession unpaid; I furnished what ever money was paid by foremen or other persons under me, bills presented to me I certified, they were then paid by Mr. Steele, and in some instances by myself; they were not examined or certified by D. M'Mutrie, jr.; I certified no bill, that I was not satisfied on an examination, was correct; I do not know that the merchants designated in their charges to whom the articles were delivered; the goods were obtained on orders from the foremen, or delivered to the hands, generally to the bosses; I do not know that written orders were always given; I had perhaps a better knowledge of Peter Hewit's bill than any other; I was also satisfied, that Mr. Royers' bill was correct; I acted in the sale of the furniture of the shantee tools, &c., in obedience to the resolution of the canal commissioners, and received the property in accordance with that resolution; I think I authorized Mr. M'Kee to use such of the old timber of the bridges as was fit in the construction of the new bridges, little or none of it was fit for use; all the money receipted for, on the rolls for the services of oxen, was received by me. During the time the ox was lame, but two yoke were at work at a time: William Bells' roll of September, the signature opposite to the carts, is my signature; I am not certain whether the signature to the oxen, is my signature or not, but am inclined to think it is; the signature to the cart, is not, I think, N. Hewit's jr., I was formerly in the habit of signing N. Hewit jr., but have discontinued since the death of my grandfather, within two or three years; I cannot tell why my oxen were kept in the name of James Hewit, while the horses and carts were kept in my own; he receipted for them, so that I could draw the money from Mr. Steele; Mr. Bell, foreman, did furnish some timber to the commonwealth, at the dam; I cannot tell, where Mr. Bell bought the timber, or whether he had it on hand, when he was appointed foreman; the receipt for

my two horse team, was generally in the name of the driver; I furnished some liquor and some potatoes, which were furnished in the name of a young man in my employ; I do not recollect of selling any other property, but that sold in the name of Mr. Hurl; I do not know of Mr. Hurl signing or making out any other bill; this bill I made out; the articles were furnished in October, I should suppose from the date of the bills; Mr. Hurl was at that time about sixteen years of age; I think the liquor was given by Mr. Hurl in small lots; under D. M'Mutrie's jr. appointment, I would have considered his certificate to a bill of provision, as a good voucher, without the certificate of a supervisor. In directing a supply of tools to be left along the line, on removing the state property to Hollidaysburg; I left the decision of what number constituted a "good supply" to my foreman; I think I have in my possession vouchers unpaid by Mr. Steele, to the amount of \$600, or \$700; in paying off the hands, we deducted off the amount of boarding, an account of which was kept and handed in to Mr. Steele, who deducted it off the amount of the check-roll; the price of boarding, was fixed by the board of canal commissioners, who directed the amount to be deducted off the pay of the hands; I stated to Mr. Pennypacker, that thirty cents a day, would not pay the board; he told me it was better on account of the difficulty of getting hands to keep it low, if the commonwealth should ultimately lose a little by it; but it was his opinion the thirty cents would pay the expense; I do not know of the men who worked on my job purchasing goods at the sale, the terms of the sale, as announced, were cash; I think I did stop some persons who had purchased goods, from taking them without pay; I do not recollect that any man's goods were left for want of money; I think I talked to Mr. Bell, about letting the railing, before it was let to Mr. M'Kee; I think I also talked to Mr. Condron on the subject, but am not certain; did not talk to any one else but foreman or hands on the subject that I recollect of; my reason for giving out the railing was, that I was very throng, and not getting along with work as fast as I was expected, and that I could get it done cheaper by contract then by the state hands; I cannot recollect what I paid Clark Thurston, for driving my team, but paid him his wages myself—I think all the time; I do not recollect directing Mr. Bell to place Clark Thurston on the check-roll, in any other capacity than as receipting for my team, nor do I recollect certifying to any roll containing his name in any other capacity; my team was kept on the roll one month, but cannot say whether in my name or Thurston, I do not know of any other Clark Thurston; the common price of a four horse team and driver, was \$6 to \$7; the hire of cart and horse and driver was \$2 25; on Mr. Bells' roll of October, Clark Thurston signed for my team; the drivers of my carts, were not kept on the roll, one was a boy named Pope, the other I think was called Jake, I had other boys whose names I do not recollect; my father, David Hewit, worked part of the time on the canal.

I think my team was kept one month or more, in the name of David Hewit; there was but one team on the work that really belonged

to D. Hewit; Mr. Bell's check roll of August--this is the signature of Clark Thurston; I believe it to be his hand writing, opposite which is twenty-seven days, two horse team, at \$4 50 per day; this is my team; Mr. Bell's September roll--this also I believe to be Clark Thurston's signature, opposite which is twenty-five days, at \$5; this is also my team; I do not know of any bill having been rendered in my name, or the name of Thurston, or any one else, for this team during these months; Mr. Bell's October roll--this appears also to be Thurston's signature, for twenty-seven days, also for my team; these three rolls, August, September and October, are for my teams; I do not know of any more check rolls, did not know of so many--thought the hauling was made out in bills. The check rolls above named, are all certified by me; Mr. Bell was my first foreman: he commenced late in June, or early in July; the roll proven August 7, before Mr. Burns, signed by William Bell, and certified by me, has no month attached to it, but must be the July roll; on examining the other rolls, and judging from the amount, I am satisfied that it is the July roll; I always certified to bills, before they were paid by Mr. Steele; my brother, David Hewit, jr., had no team on the work; the team my brother receipted for was mine--the same driven by Hare and Thurston; I believe the signature to this bill, endorsed C, No. 12, David Hewit, jr., to be that of David Hewit, jr.; I believe the signature on this bill, endorsed D, No. 127, D. Hewit, jr., \$78, is in the hand writing of my father; I think the time of my father's team was generally made out in bills; his team was on the work the principal part of the time; I do not recollect keeping any account of teams for D. Coffee: he had not, to my knowledge, any team on the work; I think Mr. Fager Delancy had a team on the work: he did not work with me; I do not recollect certifying to any bills not within my own jurisdiction. This bill of timber, from Mr. M'Kee, amounting to \$770, is correct: the lumber was for the railing, and was delivered by him, and the railing put up by him; I know of Job G. Patterson bringing men here, and I think he was directed by Mr. M'Connell; the board authorized Mr. M'Connell and myself to send for and procure hands: I cannot say we were authorized by the board to pay the expenses of men from the places they were engaged at, but I had no doubt that it had to be done; after the first month or two, I had no difficulty in procuring hands; I know nothing of any bill for the transportation of these hands being presented by Jas. Arthurs to Mr. M'Connell or myself.

NICHOLAS HEWIT.

Sworn and subscribed August 7, 1839, before me, GEO. R. ESPY.

WILLIAM BELL, *sworn*.—I worked on the repairs of the Juniata breach—on the dam No. 4, at Royer's forge; I was appointed foreman by Mr. Hewit; I had the charge of the dam and three locks, and part of the canal and tow path; I generally had under me from 120 to 130 hands, whom I kept time for; these hands, or the greater portion of them, boarded at the public shantee: perhaps twenty or

thirty boarded at other houses. The only money Mr. Hewit gave me, was from \$100 to \$150, to pay off hands between pay days, for which I receipted at the time; I never paid cash for provisions which I furnished; Mr. M'Vicker was a foreman: he attended more to procuring provisions than I did; Mr. Hewit sent the greater part of the provision from this place; I was under the impression, for some time, that the oxen belonged to the commonwealth, and they were there some time before I knew that they belonged to Mr. Hewit, during which time I kept no time for them; I do not recollect who told me to keep time for them. At this time there were two yoke: at this time they were kept in the name of J. Moore Hewit; I think they were continued on in his name: it was during the work, but I cannot recollect what time, I was told they belonged to Nicholas Hewit.—The boss carpenter and boss mason kept time for carpenters and masons; M'Vicker kept for the carts, and the balance of the time was kept by myself, or some of the other men, generally by Mr. Lowry; I cautioned the men to keep the time correct, and having confidence in the men who kept the time, I was always satisfied that the time was correct. The men were generally under my eye; I sometimes went after lumber, but was not absent a week in all: during my absence, the time was kept by the others, who gave it to me on my return; we concluded among ourselves, that it was necessary to have the check roll all in one: I do not know that any one recommended it; I think I swore to six check rolls, perhaps seven—a small one in June, of but two or three days, containing but ten or fifteen hands; I do not recollect of swearing to any check roll, of which the certificate had been cut off and another pasted on. All the timber delivered on the ground by contract, was delivered by Mr. Condron, except a small portion delivered by Mr. Samuel Royer. Nicholas Hewit had two horses and carts on the work; I had one cart on the work all the time, and part of the time two; M'Vicker had one all the time, and I think two part of the time; Mr. Crowl had one cart on all the time; David Hewit, jr., had three carts on a short time; Mr. Glenn had three or four all the time. A man named Zimmerman had one part of the time, and George Davis one part of time; William Jones one a short time; Jos. Deary had one, and Mr. Bradley one: the carts were driven by boys. One or two of Glenn's boys, twelve or fourteen years of age—one of Zimmerman's boys, and a boy named S. Myers, drove a while for me; I kept no other teams, but those above named on the check roll, and perhaps Mr. Hewit's two horse wagon was kept the first month on the check roll. A good deal of the feed was bought from Mr. Neff—the principal part was oats; the state carts were generally sent for feed, but their time was deducted. One horse was kept for the use of the commonwealth; Mr. Hewit furnished feed for the oxen—they were driven by state hands; I cannot tell how the oxen were fed while they were considered state property.

William Condron built the railing near the dam, and I understood he found the timber; I am a carpenter and have worked a great deal along the canal; I think the said railing could be put up in ordinary

times for twelve and-a-half cents per foot ; I did not consider it necessary to put up the railing at that time and opposed its being put up ; I understood from Mr. Condrón that he had a contract for it from Mr. Hewitt ; I never saw R. R. M'Kee at work near our work, I never saw him deliver any timber on the dam ; Mr. Hewitt had no regular time of attendance on the work, he was there once or twice a week, sometimes he was there a day or two at a time : There was some provision sold to men who boarded hands, and sometimes to men who worked on the job and had families—the men who kept the shantees weighed it out and handed the account to the clerk ; the articles sold were flour, meat and molasses, I think when the shantee was broken up some flour, meat and molasses, remaining on hand, was sold to the man who kept the shantee—there were two shantees, one built and one rented, one kept by Glenn and one by Bigham—Bigham generally sold, and he bought what was left : The remainder of the goods were brought up here, and I bought the shantee ; I offered fifty dollars, which Hewitt said was too little, it is not yet paid for ; Hewitt asked me for it once, but I was not prepared to settle it : I built Lock-house at Dam No. 4 for six hundred dollars, I sub-contracted for it with Mr. Brotherline, who had the original contract from Hewitt, I understood he was to get eight or nine hundred dollars for it—I have not yet been paid for it ; the boards I got out of the shantee built the Lock-house : Abraham Leas bought the blacksmith shop for twelve dollars : I also got a small oxen with the shantee : In keeping the check-roll I marked a man's trade mason, carpenter, &c. opposite his name ; labouring mens' wages were one dollar twenty-five cents per day : There were four men, not mechanics, who received wages above this, say one dollar seventy-five cents or two dollars : The time of the hands was taken off the bosses rolls at the end of the week by J. Moore Hewitt, I then compared the two together : I have no way knowing certainly the number of pieces in a check-roll : I was never called on to make deposition until the roll was receipted and paid off. I generally took the roll to Williamsburg to be certified, after certifying I delivered it to Hewitt—previous to being sworn to, Hewitt brought the roll up here : Mr. M'Neligh, manager at Royer's forge, asked me for a few of the hands a few days, and he would account to the commonwealth for it. The contract for the county bridge was taken by Thomas Patterson and myself ; I sold out to Patterson before it was commenced. I had three masons, state hands, at work at it half a day, their time was not kept on the check roll. The time the men worked on the dam was not kept on the check roll. Some of the hands harvested for Bowers : their time was kept on the check rolls, but charged to the man they worked for ; I do not recollect that J. M. Hewitt ever received the money for the oxen when he signed the receipt. A few of our hands were taken to Huntingdon, and their time kept on the check roll while they were gone. The price of the timber furnished by Mr. Condrón, by contract, was nine cents per foot. We had a blacksmith shop, at which the work of the job generally was done—horse shoeing, wagon mending, &c., and

an account kept with the persons for whom the work was done ; my account was not less than five dollars, which was taken off on settlement ; I think this amount was taken out of my pay ; I think all were charged in the same way ; the whole number of days was put in for Mr. Hewit's teams, and the amount of smith work deducted from the pay, in like manner ; the iron used was taken from the commonwealth's stock ; the tools of the smith shop were hired—one set from M'Connell, the other belonged to the state ; I do not know of their ever having a bill of horse feed against any of the hands ; I only know of one Alexander M'Vicker. The boss carpenter and the boss mason worked probably as much as any of the hands : the other bosses did not work much ; the time of the Condron's was not kept on the check roll, nor was that of any of the hands that worked on the railing ; Mr. Condron, senior, done all the hewing by the foot.—Mr. D. D. Crauell was boss at the quarry ; A Lowry, jr., of the barrow men, M'Vicker of the carts, and J. M. Hewit kept the books ; I do not recollect why the oxen were marked to J. M. Hewit : I think the oxen were always receipted to by James ; I think there were three yoke of oxen on the work, but I do not know that the three yoke ever worked one week at a time ; I think the work was pretty well on when the yoke of oxen came ; they came at the time the other was lame : cannot say how long they were lame—perhaps from two to three weeks ; Alexander Lowry, jr., took the hands to Huntingdon ; I do not know by what authority he took them ; I cannot say by what authority I marked their time during their absence, but thought I was doing according to the wish of my supervisor, Mr. Hewit ; I believe they were at work in the Huntingdon dam.

WM. BELL.

Sworn and subscribed August 6th, 1839, before me, GEO. R. ESPY.

DANIEL STAYLY, *sworn*.—I cried the vendue at the sale of the public property in February last ; Mr. Hewit gave me no instructions as to the manner of selling the property. We first commenced selling in small parcels : Hewit found it was going too slow, and he directed the sale to proceed in lots ; the first lot sold was pots, crockery, &c. Some of the articles were injured by laying ; some of the bed clothes were tied up wet in bundles, and had moulded ; they were sold in lots ; better articles were sold in parcels. We sold from five to seven tons of iron in all—three tons the first day ; the first ton was very good bar iron, the greater part hammered ; it brought ninety odd dollars—the next eighty, the next seventy ; the lowest price iron was sold at, was \$3 25 per hundred. The crow bars were sold in lots of nine to twelve—generally brought six to ten dollars per lot ; wheel barrows were sold twelve to fifteen in a lot ; they brought from 12½ to 31½ cents each ; the shovels were set up in lots from seven to twelve, in a lot according to quality—some were good, some were not ; they brought from \$1 75 to \$2 25 per lot ; picks sold from twenty-five to thirty-one cents each. There was a lot of new shovels sold, either one or a dozen ; I mean canal shovels ; I think Peter Hewit got half

dozen at \$4 00 ; I think he then said he would take the rest at the same price, and they were set down to him ; they were canal shovels of the best quality, cost from \$12 00 to \$15 00 per dozen ; I do not know who these shovels were bought from, but I recollect hearing that P. Hewit had ordered shovels and picks for the work ; I think it was N. Hewit that I heard say so. There was a ton or half a ton of lock iron that could not be sold ; I also sold some flour—cannot tell who got the flour ; there were three or four barrels whiskey offered, but I do not know whether they were sold. There was no meat sold, that I recollect ; I think there was some fish sold—some coffee and sugar : do not know who bought them ; about one half barrel of sugar ; I did not pay especial attention to what was sold, but sold whatever was put up ; the bed clothes were in the first place boxed up and sold low, at ten or twelve dollars ; I suggested to Mr. Hewit, that they had better be opened, and they would sell better ; the boxes were then opened, so that the goods could be seen, and went for sixteen to twenty dollars ; the bundles of clothes were generally dirty, and went low : those in the boxes were clean, and brought better prices ; I sold N. Hewit three beeves in September, at seven cents per lb. ; the beef amounted, in all, to about \$96 ; I understood he wanted part of the beef for himself, and part for the public works ; I made out but one account for the beef ; I think James M. Hewit told me, that we sold to the amount of \$1,000 the first day, and if we did. I am sure we sold \$1,000 worth the second day. There was a crane sold, some log chains, and some very good sledges ; Peter Christy bought one or two tons of iron ; James Moore Hewit was clerk of the sale ; I think, from my experience in sales, that the property sold amounted to \$2,000 ; R. R. M'Kee also acted as clerk. A great many knives and forks, and queensware were sold—cannot say what amount ; they were sold in boxes with blankets, and brought from three to five dollars ; N. Hewit bought a good deal of the property : one or two lots of blankets, a lot of tin ware, and some lots of queensware and blankets. There were four carts and two or three wagons there, but I do not know that they were sold ; Thomas Patterson and Henry Fox, foremen on the canal, bought a great deal of the property ; Peter Hewit bought a large quantity of property ; Thomas M'Namara also bought a large quantity ; Henry G. Spang also bought a considerable quantity ; Richard Bancroft also bought a large quantity ; R. R. M'Kee bought some ; John Dearmott bought two tons of iron ; David Hewit, senior, bought some ; I bought half a ton of iron, \$3 75 per hundred, and a lot of old shovels, eight or ten, for \$2 25 ; I kept the people advised that it was a cash sale. The boxes of queensware and blankets, such as N. Hewit bought, were packed, layers of blankets and layers of queensware, to prevent breaking ; all the queensware was packed and sold in this way.

D. STAYLEY.

Sworn and subscribed, August 7th, 1839, before me, GEO. R. ESPY.

ROBERT WILLIAMS, *sworn*.—I was engaged in the mercantile business, during the break in 1838, in this place; I bought part of a lot of flour which was detained by the break; this flour I offered to Mr. M'Connell at \$6 75, and sold one barrel to John Wiley, to go to the break, at \$7 00: \$7 00 was my retail price. This was early after the break; flour was low here, at that time—the market was glutted, and I am confident that flour sold here, at retail, at \$6 00; large quantities of flour was detained here by the break; Mr. Miller, of Pittsburg, had a large quantity of bacon caught here, which he directed me to sell at the Pittsburg price, 8½ cents per lb.; I think D. M'Mutrie, jr., bought this bacon; he told me had bought bacon up here, and I understood him to point to Gaysport. This bacon was at the Pilot line ware house, and was, I believe, the only bacon in Gaysport; I believe that P. Hewit bought a lot of flour at six dollars. H. M'Connell, brother to the supervisor, partner to Dr. Coffee and S. F. Green, told me that they had bought flour which they calculated on selling to the commonwealth, and that they should not have a barrel under eight dollars; the price of iron at that time, assorted sizes and best quality, I sold at five and a half cents; I offered iron at that price to M'Mutrie and N. Hewit; I had a complete assortment, and offered to deliver it at that price on any part of the work; I sold iron at that same time to Joseph W. Patton, superintendent of motive power on the Portage rail road, at that price; I told the public officers, that I could sell them flour half a dollar less than any man in town. None of the public officers engaged any thing from me; H. M'Connell and J. Brotherline told me, that if I could talk as loud for Ritner as I did for Porter, they would buy from me; A. M'Connell also said that I was injuring myself; I replied, that if the anti-masonic administration would pay me what they owed me, I would give them clear; I know that Mr. Foster, of Pittsburg, went as far as Huntingdon, endeavoring to sell flour and bacon which had been detained here, to the public officers. Flour was taken from here to Huntingdon in wagons, when it would scarcely bear the expense to be forwarded to Philadelphia; I and others had not disposed of our stock of flour when the break was repaired; provisions generally fell here during the break, in consequence of the quantities stopped here by the flood.

R. WILLIAMS.

Sworn and subscribed, August 7th, 1839, before me, GEO. R. ESPY.

EMANUEL BIGHAM *re-appears, and requests to be examined*.—I have a bill of about sixty-three dollars for money expended for the commonwealth, and about seventeen days on a check-roll, for which I have not been paid; Mr. Bell told me, that he did not like the way the cattle were managed—that he believed that while one of the teams was idle on account of being lame, the three teams had been kept on the check roll: that he did not know whether Mr. Hewit was aware of it, as he examined the check roll very negligently; In addition to the whiskey left at my shantee, which Bowers got, there was one or two kegs of rock powder, which Samuel Bell, brother to W. Bell, got;

he bought it with the refuse lumber of the shantee; I think the lame ox was lame longer than any testimony yet given in—more than three weeks, certainly, and during its lameness but two yoke were at work. Mr. Bell complained frequently, that Mr. Hewit was rather negligent; Mr. Bell said that James Hewit did not attend to his business as a clerk—that as clerk, his place was on the work, and not in Hollidaysburg; I have known him absent in Hollidaysburg, eight days at a time; I think the ox got hurt in September: after he was put to work, it was found he was not fit, and was taken out again. There were three barrows and two bars left at the dam; some of these were taken away by M'Neligh, Royer's clerk; one shovel, one crow bar, and one pick were left in Spang's blacksmith shop—also a large sledge; two one and one half inch augers were left at Mr. Royer's.

E. M. BIGHAM.

Sworn and subscribed August 7th, 1839, before me, GEO. R. ESPY.

ALEXANDER GLENN, *re-called*.—There were three yoke of oxen at the work, but not three at work any one time; the feed for the oxen was generally bought at Neff's mill; I also bought feed at Neff's mill—both chops and oats. They gave me in July, an order to the mill for ten bushels rye: the price was kept out of my wages at the end of the month; afterwards, I bought for myself. When the rye was taken out of my wages, it and my blacksmith bill was deducted from the money, and not from the time; I do not think that two yoke of oxen worked constant any day for two or three months; some weeks they did not do the work of two yoke of oxen three days in a week; I think that three yoke of oxen did not work at one time six days in all; I understand that Mr. Hewit bought a stack of hay from A. Burns, Esq. The oxen were driven by state hands—some drove one day, some another; I was asked by Mr. Hewit to select lots of tools, iron, wheelbarrows, &c., ready for the sale; I bought goods to the amount of \$1 05; I got a whiskey barrel, containing some whiskey, and thirteen wheelbarrow wheels; for the latter, I gave twenty-five cents.

A. GLENN.

Sworn and subscribed, August 7th, 1839, before me, GEO. R. ESPY.

JAMES ARTHURS, *sworn*.—I am agent for the Western Transportation Company, and was during the break in 1838; the Western Transportation Company brought from Pittsburg to this place, a number of hands—probably three hundred men, for which their bill was seven hundred and twenty dollars; my impression is, that the charge per man was two dollars; the state toll on these men was not charged: their passage was engaged by Mr. Alexander M'Connell, who paid the bill in part; I think I receipted the bill. All the men brought by the company, at different times, were included in this one bill; I think I received three or four hundred dollars on the bill; I did not take Mr. M'Connell's obligation for the rest of the bill; I do not remember when the bill was proved, but think it was in the fall.

JAMES ARTHURS.

Sworn and subscribed, August 7th, 1839, before me, GEO. R. ESPY.

**WILLIAM CASY, sworn.**—I worked on the public works during the break; Alexander Lowry, jr., was foreman; I commenced on July 5th, 1838, and worked until October 10th, 1838; my son and me were paid \$1 12½ per day. My son's name is William, also; we were paid nine days at \$1 12½—after that, \$1 25; we got full pay, and boarded ourselves; I am certain that this is the fact; we were paid by N. Hewit—Lowry kept the time.

His  
WILLIAM X CASY.  
mark.

Sworn and subscribed, August 8th, 1839, before me, GEO. R. ESPY.

**JOHN WHITTAKER, sworn.**—I was appointed supervisor from Lewistown down to Raystown dam, by canal commissioners; I was appointed before the Juniata break; I was continued on throughout the break; I was extended to the Water Street dam. The extension was not in my own name; it was made out to Mr. Reed, and handed over to me; I acted on it; Mr. Reed had formerly been appointed by canal commissioners; the commissioners handed to me personally the resolution of the board; I think on the same paper there was a resolution that Mr. David M'Mutrie was appointed to assist the supervisors; I think this paper was handed me by Mr. Stevens; I saw Mr. Pennypacker several times during the progress of repairs on break, and others of the canal commissioners; I have seen Stevens and Pennypacker on it; I saw Mr. Stevens in Huntingdon, during the break repairs; he spoke to me about the work as a supervisor; I received no directions as to the manner of doing the work; I did not appoint any of the foremen, with the exception of one young man, Mr. Uttery, at Piper's dam, and Robert Stott, F. A. Gebbons, Thomas M'Gee, Henry Comprobst, at lower dam, or Huntingdon, and at next Piper's dam, Asahel H. Brown, (Uttery, my appointment) Samuel Drake and William Hampson, at Petersburg dam; Robert Still, (my own appointment,) and John Stewart, at Neff's aqueduct; Jacob Renner and James Hampson at Water Street dam; John H. Stonebreaker, Job Bisbin and John Taylor, superintendents of wood work, I appointed. Out of these, Gebbons kept the check roll at first dam, when I came there; Brown at Piper's dam; Still at Petersburg dam; James Hampson at Neff's aqueduct, and John H. Stonebreaker at Water street dam. After Mr. Gebbons was discharged, which was after the commencement of repairs, Mr. M'Gee kept the roll at the first dam.

I gave no particular instruction to the foremen as to the manner or form of keeping the check rolls; I showed them all the forms of check rolls which I had in my possession, and showed them how they ought to be kept. After check rolls were returned, I examined them and presumed them to be right, after sworn to by foremen. At the first dam, under Mr. M'Gee, there was near two hundred hands employed, at different times; I think it would average one hundred and fifty for one month at a time. There were different sets of hands at

this dam, under M'Gee; the timber was handy; it was gotten close, within half a mile of the dam, and on each side of the river.

The stone was got within three hundred yards, the furthest off, I think. The hands were boarded then at public shantees; the foremen got the provisions frequently; I purchased very little, as I understood that Mr. M'Mutrie was appointed to furnish provisions, so that the supervisors might be at the work; M'Mutrie furnished a good deal of the provisions: there was a good deal got at Mr. M'Mutrie's store, and at Mr. Reed's and Steele's. The foremen sent orders for these articles; I never wrote an order for any provision, or any other materials, or goods, or lumber; I never spoke to any of my foremen about the orders they sent, except Gebbons; the next foreman, Mr. M'Gee, got where he pleased, without consulting any one. Commissary M'Mutrie made purchases, and sent to the works; what M'Mutrie delivered, was delivered by teams hired by the Commonwealth; I know of flour and meat that Mr. M'Mutrie furnished and sent to us; I don't know from whom he bought them: he told me it was for the commonwealth. Mr. M'Mutrie was not my choice for the appointment, and probably that was the reason he was not familiar with me in this conversation; when he told me he had flour and meat, he gave me notice of it, and when it was wanted, to send for it to him.

Mr. Reed and myself contracted for all the timber of the cribbing of the Huntingdon dam; so far as Reed was concerned, I had it from T Fosby, with whom the bargain was made. All the plank and boards, (except a few small lots,) were got by M'Mutrie, used on my division; I think what he did not furnish, would not amount to more than 3,000 or 4,000 plank, board measure; I purchased inch and quarter boards before the break, for \$1 12½; after the break, it appears to me, we paid for 2¼ inch plank, \$2 50; I think this lot of plank was all I got after the break; I think the lumber was boated up the canal to Huntingdon, but not by state hands; James M'Cauley boated some of it.—The time of the teams that generally hauled this lumber, was kept by my foremen. The bills that was presented for goods, I generally saw in Mr. Steele's office; some were paid before I certified to them, but generally certified before paid; I never paid any of the hands after Major Steele was appointed; I have a thousand dollars of commonwealth money in my hands; I received a letter from Mr. Cunningham, of the House, at the commencement of the extra session of the legislature, in which he told me that he had had a conversation with Dr. Espy, Auditor General—that Mr. Espy told him to write to me, that I had better wait until this investigation was had before settling my account; I received this thousand dollars from the canal commissioners. Mr. Steele was appointed: he paid one thousand of the money I had received from the canal commissioners. The first time Major Steele went up the line, he discovered the accounts were in confusion, on account of the foremen being new hands, and not knowing how to keep the boarding accounts he gave them a form and directed them to keep their accounts according to that

form which I believe was afterwards done ; he made no objections to them afterwards ; Major Steele directed the foremen to keep the account in this way, the men being allowed \$1 25 per day—they were allowed to deduct thirty cents from every man's wages per day, for boarding ; Major Steele directed a regular list of all the names of those who boarded with the commonwealth, to be made out and return it with the check rolls ; I do not recollect of ever sending more than one or two of these kinds of lists : each foreman (except at Neff's aqueduct,) was directed by him to keep one of these lists for each month. After the first time, the foremen made out their check rolls and swore to them, and took them themselves to Mr. Steele's office at Huntingdon, and lifted the money ; I occasionally saw the check rolls, but many I never saw until I saw them in Mr. Steele's office. The foremen frequently would send certificates of so much due on such a check roll, before the roll was made out, to such a person therein mentioned—upon which Mr. Steele would pay the amount stated in them, and keep it out of the check rolls when presented.

The boarding account that I saw, were lists made out on several sheets of paper fastened together ; I never saw any oaths made to to them, as to the check rolls ; I never was asked by Mr. Steele to certify them ; I don't think they were certified to by any person ; I cannot tell whether the foremen sent lists every month or not ; Mr. Steele frequently, before he would be going away, would ask me to certify to rolls—and once or twice after night, when Mr. Steele would tell me he was in a hurry to get off. When I was a disbursing supervisor, before the break, I did not allow my foreman to cut the affidavits and certificates from one check roll, and paste it to another separate piece of paper, except at Wakefield's aqueduct, one roll ; I never spoke to Mr. Steele about the impropriety of allowing these affidavits and certificates to be cut off and attached to separate pieces of paper or rolls. The check rolls on the break were frequently made out by attaching several rolls together, cutting off top and bottom : some were attached with paste, and some with wafers ; I saw them in that way in Mr. Steele's office ; I never allowed John H. Stonebreaker to take from the work, flour, meat, tea or any thing else.

The commonwealth had a balance of flour of James Morrows at Neff's mills, which Stonebreaker took away ; I called up for the purpose of getting some of it for the use of the lower jobs ; I found that Stonebreaker had taken it ; I again went up, on Monday following, for part of the sixteen barrels to bring down, as I thought Stonebreaker would not need it all. I told him that sixteen barrels was more than he would need at his shantee : he replied, that he had taken eight barrels home, which he intended to pay the commonwealth for. I think my team had to come home empty from Neff's mill, on account of the flour being gone ; I think this was about the last of November ; I admonished Mr. Stonebreaker about this conduct, and told him he should be careful. He replied, that he did not consider any thing dishonest in it, as he stood in need of it, and intended to pay

for it. In Steele's office, in Huntingdon, afterwards, Mr. Morrow told me that Stonebreaker had paid for it; M'Mutrie told me, in the first instance, that Morrow had wheat to sell; I seen Morrow, and agreed upon taking it, in flour, if he would get it ground out and deliver it at Neff's mill; we got from ninety to one hundred barrels, at \$7 50 per barrel. After Stonebreaker told me he had taken the eight barrels, (I think the next day,) I think it very likely I spoke about it to Mr. Steele; I don't recollect that Mr. Steele made any remarks or objections about it; John Taylor, or John J. Taylor, told me that he would sooner leave the job than stay there with Stonebreaker, or have any fuss; I don't recollect what he told me what had happened to cause the quarrel; I went then to Stonebreaker to find the causes of the quarrel: Stonebreaker told me that Taylor had made a proposal to him to make some money for themselves, and he had ordered him out of his office. There were several of the hands complained to me, about the last of November, that they could not get a settlement with him (Stonebreaker.) I spoke to Stonebreaker about that: he told me that the two or three dutchmen that had spoken to me, had their money and signed the check rolls; I spoke to the dutchmen again, and they still said they had not got it. I do not know whether they finally got their pay or not. I considered that when I was appointed to the division above, that I had the same authority and power I had before, to appoint and remove foremen, &c., and all other powers and rights pertaining to the office; I certified to Mr. Steele, on the check rolls, that such men were foremen, in the usual way that supervisors do. I have one check roll in my possession, not certified to by me, for the first dam for the month of December; it is sworn to by Thomas M'Gee; I think it may amount to from two to three hundred dollars; I recognized Mr. M'Mutrie as a regular officer, having the entire control in purchasing all matter for the work, so that the supervisors might be able to give their whole time and attendance to the work. The foremen paid off the hands generally, and then brought their rolls to Mr. Steele—Mr. Steele giving them the money for that purpose, and paying all balances due on rolls.

Mr. Steele never assumed any authority, except as regards money matters; I supposed that Mr. Steele took the place of a supervisor so far as the money matters were concerned, and therefore the proper officer to pay the hands. This was my reason for paying no more attention to the money matters after Mr. Steele came into office; I sold goods of the commonwealth to the amount of perhaps one hundred dollars, more or less; I sold no tools that could be mended, or used to advantage; I think the crow bars and sledges were all sold. There were shantee furniture, cups, tins, &c., and bed clothes sold; there were perhaps eighteen or twenty blankets sold—perhaps twenty comforts sold, and some pot ware and shantee utensils.—They were sold at out-cry; William M'Mutrie was clerk—he kept a regular list as sold: the terms were to be cash; I had the list of the goods sold, kept by the clerk; I think it was in December the goods were sold; Mr. Hewit said he had authority by the canal

commissioners, to sell all commonwealth goods on the line or break. I don't know that he told me to sell; I think I had no authority to sell from the board; I don't know of any time having been given by any foreman on my division, for which hands did not work; I don't remember that ever I got Mr. Hewit, or any other supervisor, to send me hands from their jobs, because I needed or could not obtain hands. I never gave authority to any of my foremen, or others, to sell provisions belonging to the commonwealth to any person, lock keepers or others from off the line; I never knew of its being done. We used whiskey on the line from immediately after the commencement of the repairs of the break; we never kept state whiskey on the line before the break. The canal commissioners recommended whiskey to be had upon the line; John Stonebreaker, the father of John H. Stonebreaker, never worked, to my knowledge, upon the break.—Knowing his name to be out, I never certified to any check roll with it on; I never knew of old Mr. Stonebreaker having been about the Water Street dam, but one day; Stonebreaker told me David Hewit, of Spruce creek, made the wheelbarrows for him. The teams were generally kept on the check rolls; I don't know of any teams driven by state hands on my division; I don't know of any horse allowed to be kept on the line, marked on the check rolls, not kept for draft. The class of officers called bosses, were put there for the purpose of overseeing the men, and to work if they pleased or not; I do not know of any of the foremen to be off the work any day, except J. H. Stonebreaker; I do not recollect the time he was gone—he was at the trial at court, at Allentown. The bosses kept the time of the hands, and handed it to the foreman in the evening; I do not know of any boys of fifteen or sixteen years of age, being allowed full pay; we allowed a cart, driven by a boy, the same as if driven by a man. I certified to bills of M'Mutrie; I never paid a dollar out to a hand after Steele was appointed, except two or three hands small amounts when Mr. Steele was absent; I do not know of any reason that Mr. Steele had in having the payments marked in check rolls as paid by me. Some times Mr. Steele struck out the name of Mr. Reed, and inserted mine, and some times I have done it myself; I have always heard Mr. Steele considered by his neighbors in Huntingdon as an apt and shrewd accountant; Mr. M'Mutrie was the greater part of his time out: he was, however, at home frequently. There was a young Mr. Samuel Steele, clerk for James Steele; I had no clerk: I don't know any of the bosses to have made any bargain for the commonwealth.

I heard it said that D. M'Mutrie, jr., was one of Mr. Friedley's bail, who sold meat to the shantecs; I don't know whether M'Mutrie or the state paid for lumber bought near Duncan's Island; M'Mutrie hired some of the teams to haul lumber up the line, and I hired some. I don't know who had the contract of them. The teams would haul perhaps from two to three loads per day up to the first dam; the teams hauling lumber up to the dams above, were hired in the same way: some of the teams hauled good loads, and some light ones;

I never saw any of the teams go with so light a load as eight or ten boards: they might have went with such loads; I know of no person by the name of Keziah Beatty having cooked on the line; I don't know that Peggy Beatty, who was on my division, could write or not. I don't know of any person being on the line named Keziah Beatty. The time of the teams employed in hauling lumber, goods or provisions upon the line, sent by M'Mutrie, was generally kept upon the check rolls; I know of no other matter or act on the line being done, which, according to my notion, was improperly done upon the breach.

GOODS SOLD JANUARY 24TH, BELONGING TO THE COMMONWEALTH.

1 lot fish,	\$20 00	Samuel Hamer,	
Coffee, 9 $\frac{3}{4}$ lbs.	1 12 $\frac{1}{2}$	do.	
1 grindstone	2 00	do.	
3 barrels,	6 $\frac{1}{4}$	Samuel Africa,	
2 do.	8	Thos. Whittaker,	
2 do.	8	John Decker,	
3 do.	11	David Share,	
1 whiskey bbl.	40	Thomas Fisher,	not paid.
1 do.	47 $\frac{1}{2}$	do.	do.
1 do.	42 $\frac{1}{2}$	do.	do.
1 do.	42 $\frac{1}{2}$	do.	do.
1 barrel,	18	F. Snyder,	
1 fish barrel,	12 $\frac{1}{2}$	Joseph Stewart,	
Tight do.	56	Thos. Whittaker,	
1 do.	10	Byren Kyler,	
1 molasses bbl.	4 00	James Henderson,	
1 desk,	31	George Griffin,	
1 shovel,	41	L. Westbrook, jr.,	not paid.
2 shovels,	21	F. Snyder,	
2 do.	31	Robert Wilson,	
2 do.	75	James Kerr,	
2 do.	37 $\frac{1}{2}$	William Robb,	
1 do. and mattock,	1 05	do.	
2 shovels,	84	Joseph Stewart,	
1 shovel and pick,	26	S. Hamer,	
1 shovel,	64	James Horrell,	not paid.
1 shovel and pick,	40	Henry Miller,	
1 do. Sledge,	17	Joseph Hepner,	
1 do.	1 00	Joseph Stewart,	
1 axe,	64	Isaac Lyringer,	
1 pick and mattock,	1 20	Thomas Fisher,	not paid.
2 picks,	30	A. Hirst,	
1 pick and hammer,	1 00	James Horrell,	not paid.
1 chain,	1 40	C. Coldstock,	
1 crow bar,	1 25	Joseph Stewart,	
1 do.	1 00	Patrick Gwinn,	
1 do.	40	Thomas Whutaker,	

1 crow bar,	\$0 20
1 do.	35
1 do.	12 $\frac{1}{2}$
1 lot of steel,	88
1 do. old iron,	88
1 do.	56
2 shovels,	21
2 do.	31
2 do.	75
2 do.	37 $\frac{1}{2}$
1 do. and mattock,	1 05
2 shovels,	84
1 shovel and pick,	26
1 shovel,	64
1 shovel and pick,	40
1 do. and sledge,	17
1 do.	1 00
1 axe,	64
1 pick and mattocks,	1 20
2 picks,	30
1 pick and hammer,	1 00
1 chain,	1 40
1 crow bar,	1 25
1 do.	1 00
1 do.	40
1 do.	20
1 do.	35
1 do.	12 $\frac{1}{2}$
1 lot of steel,	88
1 do. old iron,	88
1 do. do.	56
1 pot rack,	15
1 sledge,	25
1 lot old iron,	81
1 crow bar,	1 05
1 bar iron,	1 75
1 crow bar,	37 $\frac{1}{2}$
1 do.	37 $\frac{1}{2}$
1 crow bar & 1 sledge } mould;	1 00
2 crow bars,	1 12 $\frac{1}{2}$
1 do.	1 05
1 do.	1 55
1 do.	1 50
1 do.	1 50
1 do.	1 50
1 do.	87 $\frac{1}{2}$
1 lot iron,	2 05
1 cask,	17

G

Thomas Dean,	
George Jackson,	
C. Snare,	
William Robb,	
do.	
C. Snare,	
F. Snyder,	
Robert Wilson,	
James Kerr,	
William Robb,	
do.	
Joseph Stewart,	
S. Hamer,	
James Horrell,	not paid.
Henry Miller,	
Joseph Hepner,	
Joseph Stewart,	
Isaac Lyringer,	
Thomas Fisher,	not paid.
A. Hirst,	
James Horrell,	not paid.
C. Coldstock,	
Joseph Stewart,	
Patrick Gwin,	
Thomas Whittaker,	
Thomas Dean,	
George Jackson,	
C. Snare,	o
William Robb,	
do.	
C. Snare,	
M. Clabaugh,	
B. Oswalt,	
S. Fleming,	
D. Corbin,	
J. Henderson,	
D. Flenner,	
Jacob Africa,	not paid.
Henry Irenberger,	
Jacob Hoffman,	
C. Coldstock,	
James Henderson,	
Edward Plowman,	
do.	
Thomas Whittaker,	
Joseph Horrell,	not paid.
Semple Fleming,	
do.	

1 kettle,	1	10	Benjamin Kyler,	
1 do.	1	80	Robert Wilson,	
1 do.	1	40	Jno. Cockel,	
1 pot,		62½	Jno. Whittaker,	not paid.
1 do.		80	Benjamin Kyler,	
1 do.		60	Daniel Flenner,	
1 do.		76	George Black,	
1 frying pan,		50	F. Snyder,	
1 hand saw,	1	00	Jno. Stulleberger,	
1 lot iron, 620 lbs. at } 5 cts. per lb., }	31	00	Philip Hoffman,	not paid.
1 cot,		85	William King,	
1 rope,	1	60	Peter Murrits,	
1 coal stove and pipe,	6	12½	D. M'Mutrie,	
Nails, 86 lbs., 9 cts.	7	74	Thomas Whittaker,	
Cross cut saw,	3	80	A. Brown,	not paid.
1 lot queensware,		23	N. Decker,	
1 do.		20	George Griffin,	
1 do.		13	Jno. Decker,	
1 do.		17	Thomas Dean,	
1 do.		17	J. Lynger,	
1 do.		21	J. Snyder,	
1 do.		61	J. Lyringer,	
6 plates,		26	Jno. White,	
6 do.		27	R. Brenneman,	
6 do.		27	do.	
6 do.		29	S. Fleming,	
7 do.		36	Robert Wilson,	
6 do.		29	Thomas Whittaker,	
6 do.		34	Jacob Africa,	not paid.
6 do.		29	do.	do.
6 do.		20	F. Snyder,	
6 do.		28	N. Decker,	
Soup dish,		37½	Jno. Nash,	
do.		35	Robert Wilson,	
Knives and forks,		50	Jno. White,	
do. do.		50	Jacob Hoffman,	
do. do.		45	A. Decker,	
do. do.		69	Jno. Decker,	
Soup dishes, knives & forks,		70	William W. Wiston,	
Carving do. do.		42	Jno. Snyder,	
do. do. do.		31	Jacob Devor,	not paid.
do. do. do.		29	William Wiston,	
Knives,		26	Jno. White,	
do.		34	A. Corbin,	
1 lot spoons,		35	Jno. Nail,	
do.		40	P. Douglass,	
do.		40	Thomas M'Cord,	
do.		97	A. Corbin,	

2 flour bbls.	25	Benjamin Kyler,	
Coffee boiler,	20	Joseph Horrell,	not paid,
do.	26	do.	do.
Buckets,	50	C. Coutts,	
Jiger cann,	14	M. Decker,	
do.	19	Thomas Dean,	
5 buckets,	62½	B. Kyler.	
2 stone pans,	40	W. Weston,	
2 do	46	S. Fleming,	
1 lot tin,	26	N. Corbin,	
do	27	Thomas Whittaker,	
do	31	S. Kyler,	
do	26	William Weston,	
do	19	Robert Wilson,	
do	31	C. Coutts,	
do	18	L. Vorhees,	
do	36	A. Decker,	
Flour. Cask,	10	John Flenner,	
Blanket,	50	Jacob Devore,	not paid.
2 do	\$1 14	William King,	
2 do	1 25	S. Fleming,	
2 do	1 50	D. M'Mutrie, merchant notpaid.	
2 do	1 50	Thomas Stett,	
2 do	1 62½	William K. Hampson,	
2 do	1 50	Thomas Whittaker,	
1 do	40	Thomas Wallace,	
Comfort,	1 12½	George Jackson,	not paid.
2 do	2 42	Jacob Devor,	not paid.
2 do	2 90	S. Fleming,	
2 do	2 53½	Robert Still,	
2 do	2 37½	James Kerr,	
2 do	2 95	C. Coutts,	
2 do	2 95	James Horrell,	not paid.
Check tick,	48	Thomas Whittaker,	
2 comforts,	2 02½	Robert Steel,	
2 do	2 05	James Honell,	not paid.
2 do	2 05	E. Plowman,	
2 do	2 20	E. Plummer,	
2 Ruggs,	3 00	Jacob Devore,	not paid.
2 do	2 45	James Horrell,	not paid.
2 do	1 65	Thomas Wallace,	
2 do	2 40	E. Plowman,	
2 do	2 45	James Horrell,	not paid.
2 do	2 47½	Thomas Wallace,	
2 do	70	A. Corbin,	
2 do	2 45	E. Plowman,	
2 do	2 05	George Otenkirk,	not paid.
2 do	2 37½	J. Kerr,	
2 do	2 17½	T. Steel,	

2 Rugs,	1 16	S. Fleming,	
2 do ticks,	1 12 $\frac{1}{2}$	J. Kerr,	
2 rugs,	1 08	A. Corbin,	
2 do	2 42 $\frac{1}{2}$	Thomas Wallace,	
2 do	2 30	A. Carmore,	
2 ticks,	1 10	George Otenkirk,	not paid.
Coverlets,	2 22 $\frac{1}{2}$	Thomas Wallace,	
do	2 05	Thomas Stett,	
do	1 75	E. Plowman,	
do	2 85	C. Coutts,	
do	2 12 $\frac{1}{2}$	J. Kerr,	
do	2 35	C. Coutts,	
do	1 90	John Pleasant,	
do	1 97 $\frac{1}{2}$	John White,	
do	2 15	Robert Steel,	
do	3 30	C. Coutts,	
do	1 05	John Pleasant,	
do	1 00	R. Plowman,	
do	2 06	S. Fleming,	
do	1 66	F. Snyder,	
2 ticks,	1 05	E. Plowman,	
do	1 05	do	
do	52 $\frac{1}{2}$	Robert Steel,	
do	1 62 $\frac{1}{2}$	do	
do	90	John Pleasant,	
do	55	T. Strong,	not paid.
do	1 12 $\frac{1}{2}$	Henry Miller,	
do	95	A. H. Brown,	not paid.
do	85	S. Fleming,	
do	27	John Decker,	
do	25	do	
do	29	A. H. Brown,	not paid.
do	68	John Pleasant,	
do	40	A. H. Brown,	not paid.
I auger,	61	F. Snyder,	
do	79	do.	
Whiskey,	80	George Glazier,	
2 picks,	1 20	James Henderson,	
2 do	1 40	do	
2 do	1 40	do	
2 do	1 45	Martin Flenner,	
1 do	45	R. Plowman,	
1 lot iron,	1 00	Henry Isenberger.	

The item of iron sold to Philip Hoffman, he refused to take, and it was left upon my hands; of which, since, I have sold eighty pounds at five cents per pound, the balance I still have on hand.

The above is a true copy of the list of articles sold as handed to me by the clerk. It is the original list I have received of the moneys arising from said sale, all except what is marked "not paid."

I have not rendered any account of this money, I have it still on hand. I sold no articles while supervisor upon the Line except what is contained in the above list.

This is all the property I removed from the canal, except the iron mentioned above. I never gave any man authority or authorized any person to claim pay as my clerk.

The eight barrels of flour that Stonebreaker took home was part of the original lot purchased from James Morris.

JOHN WHITTAKER, Jr.

Sworn 9th of August, before me, GEO. R. ESPY.

August 10, JAMES STEEL, *sworn*.—I was the disbursing officer on the canal from Huntingdon to Hollidaysburg, appointed by the late Board of Canal Commissioners; I paid out the money that I received, and lifted the check rolls, which were proved and duly certified by the supervisor as being correct. I also paid bills, duly certified by the supervisor and commissary of supplies. It was on the break of the canal, between the points aforesaid in 1838, that I was disbursing officer. I had no control over any of the officers, supervisors, or others; neither to appoint, direct, or otherwise—I considered I had no authority whatever, except to pay out the money. The object, as I understood it, in my appointment by the Canal Commissioners, was to pay out the money on duly certified vouchers, and that the supervisors were to have the whole and sole control of the work. I did not know exactly my duties. When I first started, I commenced to pay myself, and found it impracticable; I then paid to the supervisors and their foreman, by their direction: according to the letter of instructions from Mr. Stevens, one of the Canal Commissioners, which letter I handed to the Auditor General, Mr. Espy. I have not received it back again. On Mr. M'Connell's and Hewitt's divisions, I personally paid no money to any of the foremen, bosses, or hands, except the first payment, as before stated, towards the June and July check rolls, except by my clerk, in one or two instances, in which he paid to Duffy and Fenlon, foremen under Mr. McConnell. All the money I paid on Hewitt's division, I paid to himself or his clerk, and lifted his check rolls. On Whittaker's division, I made him a payment at first of one thousand dollars, on account of his check rolls. He afterwards directed me to advance the money to his foremen, which I did. I advanced them money from time to time to enable them to pay off hands that were going away, and to advance to them that were at work on the job, and at the end of the month, when the rolls were brought in, sworn to by the foremen and certified by the supervisors; I then paid off the rolls in full. These advancements were accounted for, and the balance due paid in money by me (I first used to pay the money myself to the hands, but found it impracticable, and having the letter of instruction alluded to, to pay the supervisors; and also verbal instructions from Mr. Pennybacker or another of the Commissioners to the same effect; I did so, believing it to be right to do so. I cannot say whether I would have considered it my duty to do so, had I not received the letter of instructions. The

business was new to me, and I did not know exactly what was my duty under my appointment, never having had any thing to do with business of that kind. I allude to the time of my appointment. I never had any intimation of my appointment, until it was communicated in the letter alluded to above; I never had any intimation from the Canal Commissioners, previous to my appointment, of their wanting any person to fill the office; subsequently held by me: I saw Stevens and Pennypacker once or twice; or may be oftener, after my appointment during the pendency of the repairs upon the break, but never had any conversation with them as to the object of my appointment. I considered I had authority to go along the line and pay the hands, or pay the money to the supervisors, whichever I chose, within the scope of the powers conferred on me, by appointment; I considered the check rolls, vouchers, and bills for materials, which I received from the supervisors and others, as good evidence of my disbursement of the public monies in my hands, for which I expected the state to give me credit. I received verbal instructions from Mr. Pennypacker, that when the Bills were certified by the supervisors; or by the superintendent of supplies, to be correct, I was then to pay them; and when the check rolls were sworn to by the foreman, and certified by the supervisors in the usual way, I was to pay them.

The first time I went along the line to pay the hands, I found the check rolls made out, except when corrections were made, as to time, or figures, when the hands complained they had not enough; I lifted the rolls then and paid them. The supervisors furnished the check rolls to the foremen; I never gave any directions as to changing the manner of keeping the check rolls to any person, nor did I know of their being changed. The supervisors, except on the Whittaker's division, presented the check rolls to me themselves, except one instance, on the Hewit's division, at which time his clerk brought them down. On Whittaker's division, the rolls were brought down to me by the foremen, and sworn to by them. Mr. Whittaker always came, examined, and certified to them. Mr. Whittaker always examined and certified to the check rolls in my office: I think I always examined the check roll of the supervisors, and added them up. McConnell's and Hewit's check rolls were generally certified to, before I examined and added them up, and Whittaker's generally afterwards. I have a memorandum of the amount of every check roll, and of every bill, and the name of every individual to whom the money was paid; sometimes the check rolls came to me attached, and sometimes I attached the different pieces of paper to which they were composed, myself together, and when attached were afterwards sworn to. I do not know of any rolls being attached after sworn to; The reason the check rolls were attached was, because the check rolls as printed, would not hold the names. I do not know of my own knowledge, that there were any other than the regular foreman kept time of hands. I understood that when there were hands engaged, for instance, some quarrying, and some in the woods, a foreman accompanied them, and kept their time, and reported them to the

general foreman at the job, in the evening, who swore to the roll. I don't know that this was general alone the line, it was in some cases. I never objected to the manner in which the check rolls were kept, not knowing but what the way in which they were kept was the right way, and the only way. The check rolls, as I deposited them in the Auditor General's office, were in the same state as I received them, except where I attached them, when they were handed to me, in peices, as I before stated. I never received a part of a check roll at one time, and one at another; I can't tell whether there were more pieces of paper attached in one check roll than were necessary or not. All the monies I received on account of the break, I received on warrants drawn by Governor Ritner on the United States and Harrisburg Banks, except the fourteen thousand dollars I received personally from Governor Ritner. I can't tell what amount I received. The papers, I believe, are in the Auditor General's office, if I had them I could tell, I could get the amount by going to my house; I have now got it.

July, 1838.	To cash from Governor Ritner, for which I gave him a receipt,	\$14,000 00
do do	To warrant on Governor Ritner on Bank of United States,	50,000 00
Sept. 1838.	To two warrants of Governor Ritner on Bank of United States, amounting together to the sum of	76,000 00
Oct. 1838.	To warrant of Governor Ritner on United States Bank for	53,000 00
do do.	To warrant of Governor Ritner on United States Bank, for	50,000 00
Dec. 1838.	To warrant of Governor Ritner on United States Bank, for	42,000 00
do do.	I think on warrant of Governor Ritner on Harrisburg Bank, the sum of	30.750 00
		<u>\$315,750 00</u>

Three hundred and fifteen thousand seven hundred and fifty dollars, which is all the money I drew or received on account of the break; the money I retained or received from the supervisors as board, which was deducted out of the amount of the check rolls, making hands receipt for thirty cents per day more than they received. It was considered as the best plan, and their pay to appear in full on the roll, from which a deduction was made by the supervisors of thirty cents per day, when they boarded at the state shantee, and they receipted the roll for both, and this board retained was returned to me, which I am chargeable with. The hands did not all board at the state shantees, that I know of. I have no knowledge of how many boarded at the state shantees, or how many did not; the supervisors made return to me of what amount of board was to be deducted from the check rolls, and accordingly I deducted it, and am

chargeable with it. Sometimes the supervisors returned me a list of the names of those who boarded in the public shantees, and sometimes they did not, but only the gross amount. On all the jobs, the supervisors returned the list, except on Whittaker's, who always examined the amount returned by his foremen, who returned the same. I think I returned the lists made out and given to me. Sometimes I got these amounts for board; on lists with the names of the boarders, sometimes in gross amount, on a slip of paper, and perhaps once or twice on Whittaker's job, from one foreman verbally.

John H. Stonebreaker was the foreman who gave in those amounts verbally, of which Mr. Whittaker was cognizant. The reason he gave for not handing them over to me at the time, was that he had forgotten them, but would bring them in at another time—but never did; the whole amount of board and smithing that I received on the whole line, is twenty-three thousand three hundred and thirty-seven dollars and sixty-two cents: this is all that was given in to me by the supervisors or their foremen, and which I am chargeable with; I think I have all the papers for amounts for boarding and blacksmithing, except what were given verbally; I think there were two instances on M'Connell's division, in which provisions had been sold from two shantees that were returned to me, and I charged myself with it: one was returned from Rhube's shantee, and the other I don't recollect; I kept no entries of these accounts in books, except the return I made to the Auditor General; I know of no evidence by which the Auditor General could ascertain the exact number of men from which the thirty cents per day was stricken for boarding at the state shantees, other than my account furnished, unless he could ascertain the same from the foremen who were on the lines during the repairs, and kept the boarding account: there was no proof or affidavits required of those who kept the boarding accounts, nor did I know it was necessary; I thought if the supervisors approved of it, it was all that was necessary, and they did not object to it, or say it was wrong—it was returned to me as correct. When the foremen made returns on Mr. Whittaker's division of the boarding, Mr. Whittaker always came to my office, and examined what amount of board was returned: when John H. Stonebreaker made return to me verbally of the boarding, I showed to Mr. Whittaker the amount of it, then in gross; I don't know that Mr. Whittaker examined these accounts of board at the shantees: in one instance, he made the observation, as respected a verbal return of board by Stonebreaker, that he thought it was hardly enough; I don't recollect that he ever spoke to me afterwards about it; I don't recollect of hearing Mr. Whittaker, or other persons say, that Stonebreaker had taken away provisions, or other state property belonging to the commonwealth, from the state shantees, until I heard the testimony at Water Street; I heard Captain Whittaker complain that Stonebreaker had taken away flour from Neff's mills to his shantee, that he needed on the lower jobs; I heard of Stonebreaker getting eight barrels of flour, got from James Morrow by commonwealth; Mr. Morrow told me

that Stonebreaker had got these eight barrels, for which Stonebreaker had paid him, and that it was to be deducted out of Mr. Morrow's account; I don't know whether it was any part of that lot of flour at Neff's mills or not, Mr. M'Mutrie, Commissary, made purchases and certified the bills, and I paid them; I considered that either the Commissary or the Supervisors had the right to lay in provisions, and that a bill from either, and certified by either, was good; I did not think that a certificate of the delivery from the Commissary was necessary; I thought that the certificate that the bill was correct, was sufficient, he being an officer; I never took any oath of office, nor was I required by the proper authority, or any authority; I gave bond—I think it was given to the Governor, for the use of the commonwealth; I am not certain how it was; I think Mr. Pennypacker and the Governor were both in Huntingdon at the time the bond was signed, and it was then given to the Governor; I think Mr. Pennypacker was present. The amount of the bond was in the sum of fifty thousand dollars; I don't know whether the Commissary gave bond or not: the authority of Commissary M'Mutrie did not extend beyond the break—according to my understanding, it extended to the laying in of supplies for the use of the break only; I did not require of Mr. M'Mutrie any other evidence but his own certificate of supplies laid in for the break, as he was an officer—believing that to be sufficient; I advanced Mr. M'Mutrie money two or three times, particularly when he went to buy in lumber, spikes, &c. down the country—the amount I do not recollect. When I advanced money to Mr. M'Mutrie, I did not require any bail of him; I took bail from Nicholas Hewit and from Alexander M'Connell, when I advanced them money: the reason why the receipts were given in the name of the Supervisors in all cases, was, so far as I understand, because it had been the practice to do so, and I had instructions from the Canal Commissioners to lift the rolls receipted in that way. The Canal Commissioners directed me, if the bills were certified by the Commissary or Supervisors, I should pay them—and if the rolls were certified by the Supervisors, I should pay them; I understood the instructions of the Canal Commissioners to be, that I should take the receipt of bills in my own name, and that I should lift the check rolls and pay the amounts thereof, as though the Supervisors had paid them; I had a clerk, Samuel Steele, jr., approved of by the Canal Commissioners, at a salary of two dollars per day. On two kegs of specie received by me from the United States Bank, purporting to contain ten thousand dollars, on counting them out, and keeping an account of the draws, they lacked or were deficient, according to my account, four hundred and thirteen dollars and some cents—and in making a draw of money from the United States Bank, in a lot of one hundred dollar notes, there was a deficiency of two notes of one hundred dollars each to make up the sum for which I receipted: the circumstance being made known, and offered to be proved to the Bank, they refused to rectify it; I have never retained any thing to make up this loss, in money or any thing else belonging to the commonwealth.

**Question by Mr. J. M. Bell, Attorney.**—A notice having been served upon you by the Auditor General, to produce the original check rolls on which you paid out the monies disbursed by you as disbursing agent on the break between Huntingdon and Hollidaysburg, in the year 1838—I wish you to state whether you know of any other check rolls than those you returned to the Auditor General's office, as disbursing officer on said break.

**Answer.**—There are no other check rolls that I know of: in some instances there were time books kept by the foremen, in which there were no receipts; some times they were kept in books, and some times on a piece of paper. At the end of the month, the accounts were drawn off a check roll, which was signed by the hands, sworn to by the foremen, and certified to by the Supervisors; I call a check roll and a time book different papers when I speak of them. Of my own knowledge, I do not know any thing about the time books, or the manner of conducting these things.

JAMES STEELE.

Sworn and subscribed the 10th day of August 1839, }  
before me, GEO. R. ESPY.

**CLARK THUSTON, sworn.**—I was employed on the public work, I think about the last of August 1838, upon the break. I was employed by Mr. Nicholas Hewit to drive a two horse team, I was engaged in hauling provisions, &c. The first month I was kept busy, I lost only three or four days; the second month there were six or seven days that I think I did not drive, from that time the teaming fell off very fast, and for the last few weeks almost diminished; I recollect that one week I went but two trips, and another week but one; I had no team myself upon the work, it was Mr. Nicholas Hewit's own team, I was employed to drive; I staid on till the last of the work, and helped to haul the tools from Piper's dam off the whole line, along the whole line till Hollidaysburg. The team was never engaged except when I drove it, some days when idle, or not engaged upon the public works, I hauled wood for Nicholas Hewit to his own house, and to other citizens; I sometimes hauled goods from the warehouses to Peter Hewit's store, and for other merchants in Hollidaysburg, from the warehouses; I was required to sign the check roll at the end of every month; Mr. Hewit told me it was just to convince the people that his team had worked, I staid on the break in this capacity until the last man was discharged; Mr. Hewit always took me up to his house, in Hollidaysburg, to sign the check roll: I was present frequently at the shantee when others were signing it, but he never asked me, to sign it there; I never signed the check roll any place else than at his house: I was always taken by myself: I never looked at the roll when I signed it; I always thought strange why he took me when my team was hitched up, and by myself, when no person was present; when we came to haul away the good tools, and they were pretty generally gathered up, I think by the under bosses, I was engaged in hauling flour, meat, fish, &c.: The meat was principally

in hogsheads, it was kept in the cellar back of Peter Hewit's store; the heads of hogsheads were often broken in : I was in town at the time of the sale of the goods and tools, Nicholas Hewit told me they went uncommonly well and readily : I don't recollect of ever being asked to sign any paper, but a check roll ; I don't think I signed this : Hewit gave me ten dollars per month ; I never saw Nicholas Hewit work but two yoke of oken ; when I was hauling for the job I generally stopped at Williamsburg all night making one trip in two days, I could have made a trip in one day, but Mr. Hewit told me to stay all night, and not to drive hard : I have noticed my name twice on the same check roll, but I was not asked to sign to any but one of them ; I received no money from Hewit, but ten dollars per month ; I received nothing for signing the check rolls : When I was hauling and arrived with a load, I boarded at the public shantee ; I think I hauled a load of hands up to Frankstown and Hollidaysburg to the election ; I think I hauled up some iron from the state works, from the second dam above Williamsburg, to Robert M'Kee at Hollidaysburg—it was the state iron—I heard Mr. Hewit and him talking about it.

CLARK THUSTON.

Sworn and subscribed the 10th day of August 1839, }  
Before me, GEO. R. ESPY. }

DAVID McMUTRIE, Jr., *sworn*—I was appointed, as I understood to assist the supervisors on the line, and designated superintendent of supplies. I did not do much at it, however ; I received my appointment from the Board of Canal Commissioners ; my commission is dated the second day of July, A. D. 1838. I considered my duty to be to purchase any thing the supervisors thought necessary, when they directed me to do so, or when I deemed it necessary to purchase any thing for the line myself, I did so. When I was appointed, the Canal Commissioners told me to go on and purchase every thing I conceived necessary for the repairs. I conceived myself vested with authority to make bargains of myself, and independent of the supervisors, and without their directions. I think my powers were the same as the supervisors, as far as furnishing supplies was concerned, including tools, lumber, and provisions for the works. My authority did not extend any farther than the purchase of supplies as I understood it. I purchased tools, lumber, and provisions, and every thing necessary for the repairs, of myself, without being instructed by the supervisors, as I had been instructed to do, by the Canal Commissioners ; I did travel along the line for the purpose of ascertaining what would be necessary to be purchased. I was frequently along the line, in the discharge of my duty ; I cannot tell how often. I did not generally make the purchases of supplies necessary for the repairs, while in office. The supervisors and foremen took the liberty of purchasing for themselves, and that is the reason why I did not always purchase them. The supervisors had notice by the Canal Commissioners of my appointment. When I went along the line the first time, I enquired of the supervisors what they wanted in relation

to the repairs : I got a list from Mr. M'Connell of what he needed ; he was the only one who gave me a list, at that time. The other supervisors told me they did not know what they wanted : Mr. McConnell and Whittaker requested me afterwards to purchase for them what they needed. Mr. Hewit never asked me to purchase any thing for him. My duties were confined to Mr. McConnell and Whittaker ; I purchased supplies for them, when requested by them. In making purchases of supplies, I bought, and Major Steel paid for them, generally ; sometimes I paid for them : some of the money was furnished me by Major Steel, and some of it paid out of my own pocket. I certified to all the purchases made by myself ; I think I did certify to some of the purchases made by others than myself : I recollect one bill of tools purchased at Harrisburg, by Mr. Pennypacker : I think I received the articles at Huntingdon ; I do not recollect having certified to more than two or three bills of goods purchased by others. I think the whole amount of the bills I certified to did not amount, in all, to more than \$10,000, during the time I was in office. The balance of the supplies were purchased by the supervisors and the foremen. The Canal Commissioners were in this town (Huntingdon) when they appointed me : I do not recollect any written instructions given to me, other than that contained in my commission relating to my duties as superintendent of supplies. The Canal Commissioners were frequently here, during my continuance in office : I received no verbal instructions from the Canal Commissioners, other than that contained in my commission. My first purchase was twenty-eight hogsheads of bacon, which I did at the instance of Mr. Pennypacker. They were purchased at Hollidaysburg. That bacon was divided between Mr. McConnell and Mr. Whittaker ; the largest proportion of it was given to Mr. McConnell. I think the price of the bacon was nine and one-fourth or nine and one-half cents per lb. I kept no account of my official duties—I have neither book nor paper to show what I did officially. I did all the business in the shape of bills, which bills were delivered to Mr. Steel. I bought the bacon ; it was stored at Hollidaysburg ; I forwarded a few loads, and the balance was taken when wanted by the supervisors. I purchased forty or fifty barrels of flour from Thomas Jackson, at Hollidaysburg, which were taken to McConnell's division. I think I paid \$6 50 or \$7 per barrel, for the flour. I bought no other large lot of articles at Hollidaysburg : I do not know what teams hauled these articles from Hollidaysburg, which I purchased there ; I paid two or three small bills for hauling, amounting to about from \$10 to \$15 00. I certified to two bills for teams ; \$6000 was about the amount of them both, they were the only ones I certified to, except those above mentioned ; I had no teams of my own ; I purchased for the use of the commonwealth along the Susquehannah river, at different points, to the amount of from three to four hundred thousand feet of two inch plank, the number of feet may be less than three hundred thousand ; I cannot now say how much I paid for the lumber, different prices, varying from \$11 00 to \$25 00 per thousand feet.

It was two inch plank ; I think the average price of the plank was about \$13 00 per thousand. I cannot say how many feet of the different prices of plank, I bought. I got some of the lumber brought up, and some of it was brought up by the persons I purchased from. When I made the contracts for the lumber, I received the delivery of a portion of it, on the bank of the river, and portion at Huntingdon.\* That portion of the lumber, that I had brought to Huntingdon, the commonwealth paid for the carriage of it ; I never bought any square timber, but I certified to some that was brought. To Mr. McConnell's and Mr. Whittaker's lines, I furnished supplies generally. I have a partner in a store in this town ; I never bought any articles for the firm, and then sold them to the commonwealth, nor do I know that my partner ever did.

I was not concerned in the purchase of a lot of cattle with Mr. Fridley, in any manner whatever, only as one of his bail, with Judge Kerr and Charles H. Miller, for the purchase of a lot of cattle, the entire profits of which purchase Mr. Fridley reapt himself, as far as I know ; I never saw any of the check rolls of any of the supervisors, or of any of the foremen, on the line, nor do I know any thing about them, except when I saw them when they came to Mr. Steel's office in this town ; I did express my suspicions of mismanagement on the line, when I was engaged on it, but I cannot recollect to whom I did so : There were a number of persons besides myself who expressed their suspicions of mismanagement on the line, but I cannot tell precisely who they were ; I think it more than likely I expressed my apprehensions of mismanagement on the line to the Canal Commissioners ; what I mean by mismanagement on the line, is with reference to the supplies, I do not know that I ever mentioned my doubts to Mr. Steel : Any goods purchased out of my store for the use of the commonwealth were not sold by my order, in my official capacity ; the supervisors, foremen, and myself, purchased goods from Fisher and M'Mutrie, the same as out of any other store : When we delivered goods to the foremen, they were always given on the responsibility of the supervisors. There were chests of tea, and bags of coffee purchased at different times, for the line ; I think John K. Stonebreaker purchased while he was on the line, a chest of tea and a bag of coffee, for his own private use : When goods were purchased for the use of the line, they were always charged to the commonwealth by the person who got them : I never paid any bills for work done by hands and charged the commonwealth with it, as goods sold out of the store, nor do I know of any such thing having been done by others, nor did I ever pay any person's bill, and charge it to the commonwealth afterwards as merchandise sold out of the store : The whiskey I furnished the line with I understood I did it by authority of the Canal Commissioners : I never charged the commonwealth for any articles furnished

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\* I think one hundred thousand feet was delivered by Mr. Brown, at Huntingdon.

to the line a higher price than I paid for it; after the break I think meat rose in value and flour fell: When I purchased goods for the use of the line, I consider I always purchased to the best advantage, and I do not know that I could have bought lower than I did: Mr. Pennypacker ordered me to furnish my bill in my own name to the commonwealth for any goods I furnished with my own money—I did purchase goods with my own money, which I sold to the commonwealth, and made out my bill in my own name, as directed, and got my money; I did not charge the commonwealth more for those goods than I paid for them, my partner Mr. Fisher had no interest in the sale of those goods either directly or indirectly; I paid Mr. Brown the carriage on all the lumber he brought to this place, I do not recollect any of the men, who delivered lumber at this place with whom I contracted to deliver it at Huntingdon; I was employed each day in the business of the commonwealth, I have charged it with in my bill; I recollect Mr. Neff's team, Mr. Brewbaker's team, and Mr. Woodcock's teams, hauled lumber for the line; I never paid any of them, nor do I know how their teams was kept; I never had any thing allowed me for my travelling expenses, while I was employed on the line: I cannot tell the reason that induced the Canal Commissioners to sell the property: Mr Steel never kept the accounts of the hands to my knowledge, I do not know the reason why the hands signed the check rolls for more money than they received, I mean to say with reference to the deduction of their boarding; I paid Mr. Brown, by bill, separate from the purchase of the lumber, for hauling it to Huntingdon.

D. M'MUTRIE.

Sworn and subscribed, before me, this 21st day }  
of August, A. D. 1839, GEO. R. ESPY. }

The following questions put after the examination had been finished and signed:—"Did the lumber which you now own in this town, belong to the commonwealth."

Answer by Mr. M'Mutrie:—Part of it did. I bought it and paid for it with my own money; I bought it of Nicholas Hewit and paid him for it; I think I bought of him five hundred feet of two inch plank. No other part of my lumber that I now have, ever belonged to the commonwealth, or that I have had since the break. I paid him ten dollars for the five hundred feet.

D. M'MUTRIE.

Signed 22 August, 1839, before me, GEO. R. ESPY.

DANIEL GLAIZER, *sworn*.—I was engaged on the break as a hand, in the year 1838; Mr. Whittaker employed me; I had a team during all the time I was at work, which was engaged with me on the line; I drove my own team—it was a four horse team; I was allowed \$6 per day for myself and team; I drew about \$350 00, as near as I can recollect. The time of my team was kept on the check roll; I hauled eleven loads in a eleven days from Huntingdon to Water Street, which was kept on a bill; I had time on check roll before

and after the bill was made ; Thomas M'Gee kept my time on check roll ; four teams, including my own, were the most that were employed at the Huntingdon dam at any one time ; I think these four teams continued about a month, and after that, I think, there were only two teams ; Cornprop's team was a two horse team : there were no ox teams employed there ; I think I quit about the middle of November ; Cornprop's team continued till the work was finished. There were about thirteen carts employed on the work ; Cornprop owned either four or five carts, and M'Gee one ; M'Gee some times rode his horse, and some times put him in the cart. There was no other riding horse kept there, except M'Gee's ; I did not board at the public shantee, but took my dinner there each day : all the hands boarded there except myself, and one or two citizens of Huntingdon. It is two miles from the town of Huntingdon to the dam ; I did occasionally take up a load of lumber : my team was permitted to come to town, for the convenience of keeping it ; I saw the loads of lumber hauled from the creek by the two horse teams : they hauled about one half dozen plank at a load—the plank was about four inches thick : they did not haul more than two loads per day ; Thomas M'Gee paid me my money on the check roll, and Major Steele paid me on the bill ; I was called on by S. Steele to sign a paper for more money than I had received : after I had been paid off, he came to me with a paper and asked me to sign it ; I asked him what it meant : he told me, after I refused to sign it without knowing what it was, that he had not been paid out, and that that was the only way he had to get his money ; I told him I would not sign it : he then made a few threats, after which he offered me the half of the money if I would sign the paper ; I still refused, and did not sign the paper. He asked me once before, how much hauling I had done ; I think he had the same amount on the paper when he asked me to sign it a second time. This proposition was made after I had finished hauling ; I was asked frequently by Steele afterwards to sign the paper, but I still refused ; Samuel Steele is a cousin to Major Steele, the Superintendent, and I think he was clerk to both Whittaker and Major Steele ; I do not know that he done any thing but act as clerk on the works : the hands on the job at the dam did not work very well—they were frequently seen sitting idle : they idled much of their time ; I heard of hands being turned off for their political sentiments alone : Mr. M'Gee, the foreman, idled much of his time about the shantees, lounging about with the girls, and the same shantee that Peg Beatty was at work in ; Cornprop was a boss, who also spent much of his time idly during hours of labor ; I saw a number of men, said to be state hands, come to the Huntingdon dam to attend the inspectors' election ; I do not suppose the number were more than fifty ; I also attended the inspectors' election ; I think my team was allowed for that day. When I returned from the election to the job, I saw not a man there ; I do not think any of the hands worked after twelve o'clock, M., that day ; I think the paper Samuel Steele wanted me to sign after I had been paid off, was like the one I signed for the eleven days hauling.

for which Major Steele paid me; Samuel Steele and I were very intimate before he offered me the above paper; I always understood that Samuel Steele stood fair in society for his good moral character; I do think, by proper management, the teams on the job might have done as much or more work as they did while they were employed there, and the reason why they did not do as much work as they ought, was that the bosses neglected their business; I was not required to help to load my team—hands were furnished me to load it.—What I have before stated about the hands working, was common talk among them—they got along easily; Mr. Whittaker did not come often to see them.

DANIEL GLAZIER.

Sworn and subscribed before me, this 21st day of }  
August, 1839, GEO. R. ESPY. }

JOHN AFRICA, *sworn*—I was engaged on the public works in 1838, at and below Huntingdon, till the month of November, 1838, on that part of the line where the water was in, and boats running on; Abel H. Brown was the foreman, and kept the time. It is about four miles from the place where the water was in to Piper's dam, where Mr. Brown worked: Mr. Brown did not come often to see us. Each hand kept an account of his time; Mr. Brown made out his accounts of our time, from our statements of it. Henry Holtright worked with me on the flat—in the month of November we worked twelve and one-half days—in October we worked a few days on the job, at the Huntingdon dam. Mr. Brown kept our time there also. It was said that Mr. Brown bought the shantees at Piper's dam; I understood that he bought them from the supervisor, Mr. Hewit: I understood that Brown got the shantees for \$25 00.

JOHN AFRICA.

Sworn and subscribed before me this 22nd day of August, 1839,  
GEO. R. ESPY.

CLARK THURSTON, *recalled*—I carried some of the best of the hams, out of the same hogshead, into Mr. Hewit's house, for the use of the house, that I carried to the shantee on the job. Both Mr. and Mrs. Hewit directed me to carry these hams into the house. I carried hams into the house at different times, just as they needed it for house use; I do not recollect of carrying more than one ham at a time. Mr. Hewit at one time told me to take a number from a hogshead in the stable and lay it in. Mr. Hewit's cellar is in the house. I think the number must have been about twenty or twenty-five, I took into the cellar: I was not directed to keep an account of the weight of these hams: I took hams out of the same hogshead for the house, that I took out of for the shantees, sometimes I would take one or two for the house, the rest to the shantees: I was not required to keep any account of the weight of the meat at all. Part of the stable was kept as a store house, to put meat and whiskey in, belonging to the commonwealth. Mr. Weilly took up to his own house some bed

clothes from the shantee, before the sale ; Mrs. Weiley kept a number of the clothes for her own use ; I took eleven comforts to Mr. Hewit's house myself—I think Mrs. Weiley kept about the same number : I think I took some boxes from the job to Alexander McVicker's house, in Frankstown, (Mr. McVicker was a foreman on the works,) the boxes were nailed up : there were some potatoes I got from Mr. W. Comb, I took them to Mr. Hewit's house ; Mr. Hewit told me to pick out a few bushels of the best, for the house, and take the rest to the job. I took of the flour Mr. Hewit got of Mr. Hill, to the house ; by the direction of Mr. Hewit, it was kept in Mr. Peter Hewit's carriage house : I took all that the house used while I was there ; I think I took eight or ten barrels ; some of the flour was damaged and could not be used, for family use : Mrs. Hewit told me to get good flour ; I think I took the flour out of the same lot, for the use of the house, that was used for the job. There was no account kept, by either Mr. Hewit or his clerks, of the amount of provisions I took to the works—I loaded generally myself : there were no questions asked me as to what I had,—some of the old iron, and some of the new iron, I left at Mr. Hewit's barn. I do not recollect that any account of the provisions I took to the works, was kept by Mr. Hewit or his clerks ; Mr. Hewit occasionally asked me what I had in the waggon ; I do not know that ever there was any account kept of the articles I took to the works. I never was required to keep an account of the number of pieces I loaded my wagon with, or the weight. Mr. Hewit often asked me what they wanted next on the job.

CLARK THURSTON.

Subscribed before me this 22d day of August, 1839, GEO. R. ESPY.

JAMES M'CAULEY, sworn.—I was engaged to bring a boat load of plank from Columbia for the commonwealth, passed toll free, I think it was in August 1838, I had seventeen thousand some odd feet at 62½ cents per one hundred feet, board measure ; I delivered them at Huntingdon ; Mr. D. M'Mutrie directed a lot of these plank to be selected for his own use, I think there was from one-third or one-fourth of them selected by his order : The portion of the plank selected, were the best of the lot, I think they were two inch, white pine plank, Mr. M'Mutrie found three men to help me unload the plank, and I found one, George Reiley was the name of the man that helped me to unload the plank ; I understood the hands sent by M'Mutrie to help to unload the plank were state hands ; Mr. M'Mutrie paid me for fetching up the plank : The men in Columbia, told me the plank were state plank, and would pass free of toll, I paid no toll on them : Mr. Long had a contract to carry all the plank, at \$2 50 per thousand, as I understood it ; the Baltimore company and myself got 62½ cents per thousand for carrying the plank ; Mr. Long kept a warehouse at the basin, above Huntingdon, at that time : We unloaded the plank, on the berme bank of the canal, above the bridge, there were no other plank there at that time.

JAMES M'CAULEY.

Sworn and subscribed, before me, 23d August, 1839, GEO. R. ESPY.

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GEORGE W. HAMPSON, sworn.—I worked at the Huntingdon dam, in August 1838, two weeks as a laborer: I was engaged in taking the stone across the river in a flat to the lock: Thomas M'Gee acted as clerk, he was not a hand, M'Gee kept the check roll, and time of the men: I cannot recollect the name of the man who employed me, he appeared to be a boss on the job; he and Gibbons had charge of the whole work: There was about one hundred men employed on the job, where I was then; they pretty much all boarded at the state shantee: There were two or three who boarded at Huntingdon: About six or eight men worked on the flat with me; I was paid \$1 50 per day, thirty cents per day was deducted for my boarding; Mr. Steel paid me for the time I was there: Mr. M'Gee took down the time of every hand on the job, each day.

G. W. HAMPSON.

Sworn and Subscribed, before me, this 23d day of }  
August 1839, GEO. R. ESPY. }

W. R. HAMPSON, sworn.—I was employed by the Supervisor, Mr. Reed, at Piper's dam, on the Juniata division, Pennsylvania canal, soon after the break, about the 25th of June, 1838; I was employed to superintend the hands and keep their time; I did keep their time all the time, except a few days I was at Pittsburg, in September, 1838; I took paper and made check rolls for myself, on which I kept the time, and at the end of the month transferred it to the printed check rolls; I visited all the men on the job daily: the bosses in the quarry, who kept the time of the men there, and reported to me daily what proportion of the day each man worked. At the end of the month, I gave the time to Mr. Brown, who put it on the check rolls that went to Harrisburg; Mr. Brown was part of his time employed in furnishing materials for the shantees, and part of the time in superintending the hands; Mr. Brown did not require me to furnish him with an account of the time of the men under oath, nor of any of the other bosses under him; Mr. Brown swore to the check rolls.—The hands generally boarded at the public shantee, about ten in number: during the month of July and part of August, we had employed from one hundred and fifty to one hundred and seventy men; Mr. Brown had one three horse team on the job, at work from beginning to the end of the work; I think Mr. Brown had one cart and horse at work, one or more days; the horse that was put in the cart, was one of Mr. Brown's team horses. There was no ox teams on that work; Mr. Brown generally bought the provisions for the public shantee himself, except bacon and molasses, which were furnished by Mr. D. M'Mutrie: the furniture belonging to the shantee, was all locked up in it on the day we quit work; I understood, by report, that Mr. Brown bought the shantee himself; Mr. Brown was the man who attended to getting the boards to build the shantees. There were fifteen carts at work on the work at one time while I was there; they were paid \$2 25; some of the carts were drove by men, and some by boys—the youngest boy was about fifteen years of age;

Mr. Uttly had a cart on the job—a boy by the name of M'Conester drove it: there was no man kept on the check roll who drove a cart; Mr. Brown, when absent, had no other evidence of the time of the men, except by my report; I was generally present when the hands were paid off: they were either paid by orders drawn by myself, Mr. Brown and Mr. Uttly, on Mr. Steele, or by Mr. Brown in person; I do not recollect whether Mr. Whittaker examined all the check rolls before payment, or not. At the end of each month, Mr. Brown copied my check roll, and made out his from mine: the number of days were carried out on mine, and then copied on his; I do not know whether the check rolls were passed before or after the copying of them. The reason why the check rolls were cut at the bottom and top and pasted together, was that it might appear that they were all for the same month; Mr. Brown had been a foreman from the commencement of Mr. Ritner's administration; Mr. Brown never told me why he altered his plan of keeping the check rolls; I recollect of one barrel of flour sold by Mr. Brown to Daniel Reed, from the state shantee; I recollect of no other articles being sold.—We had two boarding shantees there—they were kept by Daniel M'Conester and Thomas Demers; Daniel M'Conester was left in one of the shantees when I left the work: a part of my check rolls were left in the desk in the office at the work, with Mr. Brown; I was in the habit of hiring and discharging hands: the work was stopped a part of the day of the inspectors' election, and all the hands, except two or three, came to Huntingdon to the election: the hands were allowed half a day for that day—they worked in the forenoon. The state teams hauled the lumber from Huntingdon that was used at the work: the two state flats were left at the dam, or the dam below.—The highest number of teams we had at one time on the work, was six two horse teams, one three horse team and three four horse teams: there were but two two horse teams that were there all the time, at four dollars per day: the time of the teams was kept on the check rolls; I was paid two dollars per day for every day I was on the work, Sundays included; I acted as foreman about 5 months the season before the break, and kept the time of the hands; I never attached two check rolls together: I do not know that either Mr. Steele or Mr. Whittaker objected to the check rolls being kept in that way.

W. R. HAMPSON.

Sworn and subscribed before me, this 23d day }  
of August, 1839, GEO. R. ESPY. }

JOSEPH LAW, sworn.—I was engaged as a clerk with Mr. M'Connell on the break; I generally staid at the dan. above Water Street and occasionally went with him to Huntingdon; I generally went along the line and run over the calculations on the check rolls at Williamsburg, to see that they were right: The foremen paid off the hands on the job, at the end of each month; the check rolls were taken to Williamsburg, where they were examined, before they were

taken to Huntingdon to Mr. Steel, I always ran over the calculations, with the exception of one month or two, I think I missed two months: About the last of November, I went along the line and took an inventory of all the goods in the shantees; I cannot tell who corrected the check rolls when I did not look over them; I delivered the inventory to Mr. M'Connell by leaving it at the shantee at Spang's aqueduct, by his order; in the inventory was included all the tools, bedding, and furniture belonging to the shantees and the works: I kept the time of the hands, and made out the check rolls at Mr. Fenlon's job; The time was given in to me by the foremen, Thomas States, George Grier, John Buck, Joseph Woodcock, George Caldibaugh, John Good, and another man, whose name I do not recollect, kept the time on Mr. Fenlon's job; they brought their accounts of the time, on sheets of paper, I made out the check rolls from them; I think these were all men who kept the time, I transcribed the accounts of the time from their papers, into my check roll, which check roll was afterwards sent to Mr. Steel: Some of the check rolls I examined were sworn to, some of them were not sworn to; after I examined the check rolls I gave them to Mr. M'Connell, who took them to Huntingdon; Mr. Fenlon swore to the check rolls at his job, made out as stated above: Mr. Fenlon had one team on the job, when I kept the check roll, it was a four horse team—the horses were divided, sometimes they worked four horses and sometimes only two in a drag, making two drags; the four horses were always at work; I think the time of the teams on the job, was kept on bills, I never saw it on the check rolls: I think the name of the man who drove Mr. Fenlon's team was Adam Ream, he drove generally; I kept Mr. Ream's time on the check roll; sometimes some of the other state hands drove one of the teams, just as the teams were needed; I think there was no other team there, than Mr. Fenlon's constantly, other teams were employed occasionally: I commenced on the works in July, and quit the last of November; Mr. Ream drove constantly, unless when the teams was divided, then some other of the hands drove one of them; Mr. Ream quit a month or six weeks before the first of December: Mr. Fenlon kept none of the time, I kept the time myself; Mr. Fenlon was frequently absent from the job; I think he was about three weeks absent in all, a part of that time, he was there during the night and part of the day; he was away in the middle of the day; Mr. Fenlon returned his own time to me: I think there were copies of the check rolls kept; he generally examined them; I made out the copies for Fenlon's job, for Mr. M'Connell—Mr. M'Connell knew of the manner in which I kept the check rolls: He spoke of those persons as foremen, who gave me the time, some of the men were in the woods cutting timber, some of them working in the quarry and some on the towing path; each division of the hands had separate bosses to attend to them, and keep them at work, and keep the time: I think the average number of carts on the job, was about ten a month; neither Mr. M'Connell nor Mr. Fenlon had carts there; I think Thomas States had one or two carts a part of a month; States had a riding horse, I don't remem-

ber how long—and Caldibaugh had one also : There were one or two horses kept for the flat, from two to three months : The riding horses were not entered on the check roll : There were a number of state hands sent out to assist Mr. Hileman to harvest, for twenty-one days ; I don't recollect how many hands went ; the time of the hands were kept on the check rolls as if they had been at work on the line ; Hileman hauled timber for the commonwealth, he made out his bill against the commonwealth, Mr. Hileman's bill was returned to Mr. Steel : There is no deduction made upon Mr. Hileman's bill, except what appears on the face of the papers ; I did not go round to take the time, I took it as given in by the foremen, without knowing whether it was right or wrong, as directed : The furniture of the shantees and the tools were all left packed up : There were two shantees one of them was kept by ——— Bracken, the other by Mr. Fenlon assisted by Mrs. Grody and two or three girls ; There were from seventy-five to one hundred hands boarded at Mr. Fenlon's shantee ; Mr. Bracken's two daughter's assisted him, from fifty to seventy-five hands boarded with him ; I did not know any person by the name of Keziah Baity ; Mr. Fenlon had no other evidence of the correctness of the check rolls I gave him, than my account, he did not require me to swear to them ; Mr. Fenlon told me when one check roll was not large enough to hold the names, to cut others at the bottom and top and paste them together : An exact copy of the check rolls including receipts, was taken for Mr. M'Connell : I think I always pasted the check rolls together before they were sworn to, I attached them as I name them out ; I think I never divided or took more pieces of paper than was necessary to put the names on ; I think I would know the copies of the check rolls if I saw them ; I was paid two dollars per day, I was paid every day, Sunday's excepted : Foremen were not allowed for any other days than what they were working : There were about twenty hands that boarded all the time at Boyle's, and not at the public shantee ; Mr. M'Connell instructed me to charge the hands the full amount in the check rolls, and the thirty cents per day for boarding was kept like a check roll and deducted from each man's bill, on settlement : That list for boarding was given by me to Mr. Fenlon, and Mr. Fenlon gave them to Mr. M'Connell : The carts were driven by the owners of them, but generally by boys ; I think there were no ostlers kept to take care of the horses on the job, the drivers took care of them ; Mr. M'Connell did not tell me the reason why he wished me to charge the hands \$1 25 per day on the check roll.

JOS. LAW.

Sworn and subscribed, before me, this 24th day of }  
August, A. D. 1839, GEO. R. ESPY. }

ROBERT CARMAN, *sworn*—After the break was repaired, I went to Hollidaysburg and purchased at a sale a dry good box of old bed clothes, the box was nailed up, at Hewit's sale of the commonwealth property. I talked to Mr. Hewit about buying the box, as it was a

hazzard ; he told me he did not know what was in it, and he had not time to sell by the piece. I paid \$17 00 for the box ; I brought it home and opened it ; it contained thirty-five comforts and two blankets. I kept fifteen, and sold twenty of the comforts to the commonwealth again, to Mr. Price the supervisor from Spang's dam to Huntingdon. He gave me \$27 50 for the twenty I sold him ; I considered those that I kept worth \$2 00 a piece (15—\$30.) Samuel Caldwell bought a box also, nailed up likewise. The goods that I saw sold, were generally sold in lots, and generally very low ; I saw some new spades sold ; they sold for \$6 50 and \$6 00 per dozen. I saw a takle and pully sold for \$6 25. I am acquainted with Robert Lytle of Alexandria ; I never saw him on the public works. He was a collector of taxes in our township in 1838. I never knew him to work on the public works ; he attended to the collection of the taxes for that year : I live neighbor to him in the same village.

ROBERT CARMAN.

Sworn and subscribed before me, this 23d day of August, A. D. 1839, GEO. R. ESPY.

ALEXANDER M'CONNELL, *affirmed*—I was appointed on the 22d of June, 1838, by the Canal Commissioners as a supervisor on the middle division of the Pennsylvania Canal, commencing about the middle of the slackwater, above Williamsburg, to the Water Street dam. I was directed by the Canal Commissioners, after I was appointed, to employ men, furnish tools, and commence work as soon as possible. I went across the mountain and employed men, and got to work—I went from Hollidaysburg to Johnstown and engaged all the hands I could get, and sent word to the supervisor on the division from Johnstown to Saltsburg to send me all the men he could and also all the tools he could spare from his line ; the tools and hands were sent to me : I then come on to my division, and by the direction of the Canal Commissioners, made my appointment of a foreman for each job, on my division. They directed me to appoint a principal foreman, a foreman mason and carpenter for each job : they also directed me to get as many men as I could, and drive the work as fast as possible—I appointed Thomas Patterson, Mr. McDonald, Mr. Fox, John Chapman, Nathaniel Green, Barney Duffee, Mr. Rule, Joseph Irvin, (for the month of July,) then Mr. Fenlon took his place after he quit ; and Mr. Rose, my foreman, placed them at their respective jobs. I was engaged as a supervisor the first summer of Mr. Ritter's administration, and continued on till the first of December, 1838. I received from the Canal Commissioners a new appointment at Hollidaysburg, to take charge of part of the break, at \$3,00 per day : my principal foreman was to keep the time, by direction of the Canal Commissioners. The foreman of each squad returned the time of the hands each night, to the principal foreman, I believe. He then made out his check roll from those returns, and his own knowledge. The principal foreman was qualified to the check rolls before a justice of the peace. Then Mr. Steele came along the line,

and commenced paying at Williamsburg; I accompanied him as far as Mr. Green's job, I then left him, and went over the mountain; Mr. Steele, I understood, went on to Mr. Duffy's job. I cannot tell whether Mr. Steele or Mr. Duffy paid Duffy's men; the check roll was presented to me at Mr. Steele's office, receipted and signed, (I mean Duffy's,) I certified to that check roll, on Mr. Duffy's affidavit, believing it to be correct; this check roll was for the month of July and June. I do not know whether Mr. Steele or my foreman paid the balance of my division; I certified to all my check rolls from the affidavits of my foremen, for the months of June and July; the check rolls were kept in the same way afterwards. Mr. Steel said it was a difficult job to come along the line, and said he could not come, and that the check rolls could be better settled by those who kept them, than any other way; I then went to Mr. Steele and told him I could not get along as supervisor, unless I had some money in my hands. I think Mr. Steele was directed by the Canal Commissioners, to take the bonds of the supervisors; the Canal Commissioners told me so; I gave bond to Mr. Steele in \$5,000 00; I afterwards drew money from Mr. Steele; I paid it over to my foremen; they paid off the hands, returned the check rolls to me, sworn to. Sometimes the foremen went with me to Mr. Steele's office with the check rolls; we then examined them; Mr. Steel looking over them; with myself and the foremen, and if errors were detected, they were corrected—the check rolls were then certified and left with Mr. Steele. Bills were also presented to me by my foremen, receipted and paid, and left with Mr. Steele, and certified by me, believing them to be correct from the information of my foremen. My foremen were directed by me to make purchase of any articles they thought necessary for the work, as I was frequently absent from my division; over the mountain, I had the rail road under my charge at the same time; I was often absent three or four days. I cannot say why the system of pasting several check rolls together was adopted, unless that it was more convenient to have them connected than separate. The check rolls were always paid before I certified to them, by the foremen, except for the two first months. I did not certify to any of the rolls, until they were first paid, not that I recollect of, either at Mr. Steel's office or at Williamsburg, the check rolls were examined, the foremen being present. I received a letter from Mr. James of Harrisburg, a clerk in the Auditor General's office, stating that it was very inconvenient to have the check rolls connected together; he gave no other reason, except the inconvenience of it, not that I recollect. When any thing not clearly understood occurred, I spoke to Mr. Steele; I think I mentioned this letter to him—the check rolls were still kept connected after the receipt of the letter, if I recollect right; I do not recollect that I ever spoke to my foremen about it; Mr. Steele never objected to the manner in which I kept my check rolls or bills, or in which they were kept; I had one two horse team on the work, kept on Barney Duffy's check roll, in the name of Henry Cook, at \$4 50 per day; I think I furnished my own feed, paid my own driver, and all other expenses

connected with it : that was the only team I had; I had two yoke of oxen on the work, that remained on the work till it was finished, kept in the name of Henry Cook, on Mr. Green's check roll; one of the drivers I paid myself—I do not know his name now: they were driven by different persons, as they were wanted; I had no carts on the work; Mr. Duffy had three or four two horse teams; I think Mr. Fenlon had a four horse team and a two horse team; I think he had other teams; I cannot recollect how many; Mr. Fenlon's horses worked just when they were wanted—he had a great deal of hauling at the head of the pool of Water Street dam and at Spang's aqueduct; Mr. Fenlon kept the time of his teams in the shape of bills, and not on the check rolls, to the best of my recollection; I think Barney Duffy's account was correct—he was a good accountant; I do not know why Mr. Fenlon kept the time of his teams on bills; I do not know whether Barney Duffy kept his team in his own name or not; Barney Duffy was a foreman under Mr. Graham before I employed him, about two years before the break; Barney Duffy never said any thing to me that I recollect of, about keeping the check rolls attached together; Mr. Fenlon and Duffy were acquaintances and neighbors on the mountain, before they came on my division, and I believe personal friends; Mr. Chapman had a four horse team; I do not know whether he had any more or not; I don't know whether he kept it in his own name or not; I did receive a little pamphlet, called “Canal Regulations,” at different times whilst a Supervisor on the canal and rail road; I read what I thought would inform me of my duty as an officer. All the foremen had shantees at their jobs, but there was no foreman who was the boss keeper of a shantee: Mr. Fenlon had two shantees: some of his hands boarded at a certain Chester Byles; Mr. Fenlon had the management of the upper shantee: Mr. Michael Brackin kept the lower shantee; I think there was a woman by the name of Kaziah Baitey, who kept a shantee for Mr. Chapman; her husband was also employed to cook in the shantee.

I cannot tell whether the time of Kaziah Baitey was kept on the check roll or on bill; I think women cooks were allowed from \$2 50 to \$3 00 per week; I don't know where Mrs. Baitey lives: she was got in Somerset: Mr. Baitey married her there; I think the reason why some of the time of hands was kept on bills, was because they were omitted on the check rolls; I have done the like before I came on the break, when a man's time was omitted on the check roll, and he would be qualified to it, I used to make out his time on a bill, and forward it to the department: this I did in a few instances; I do not recollect whether I had any bills passed the department without being qualified to them; I do not recollect that I ever received any information, whilst at the break, from the Canal Commissioners, respecting any law of a former Board relative to the duties of a Supervisor. I had a written resolution from the Board, informing me that Mr. D. M'Mutrie was appointed; I do not recollect how I learned of Mr. Steele's appointment, whether written or verbal information; I understood Mr. Steele was disbursing agent on the work. When Mr.

Steele came along the line. I recognized him as disbursing officer for the hands and bills; I understood Mr. M'Mutrie's duty to be, to assist in purchasing supplies and every thing we wanted; Mr. M'Mutrie came along the line shortly after he was appointed; I gave him a small inventory of what I wanted—he sent the articles on, I believe; I think it was in the fore part of the break, that Mr. M'Mutrie came along the line; Mr. M'Mutrie was not at all times called on for general supplies: When we sent and he had them, we got them—he never refused to furnish us with supplies; I think that my foremen purchased supplies when they needed them, without first asking Mr. M'Mutrie to furnish them; I consulted both, Canal Commissioners and Mr. Bailey, as to the manner I done my business on the break, and they did not object to it. The Canal Commissioners gave me directions as to the manner in which the men should be boarded, and I obeyed their directions: we were to board our men and give them so much per day, and then deduct thirty cents per day from their boarding, and that was to be returned to Major Steele; we had to pay the boarding of those men who boarded at private boarding places. Some of the men boarded at Charles Boyles'; Boyles was furnished with provisions by the foremen, and an account was kept against him for the amount received. He kept an account against the commonwealth, and when we came to settle, if the bill we had against him for provisions did not amount to as much as his, we paid him the balance in money. There were others situated in the same way as Boyles, with whom we settled in like manner; I settled Boyles' bill and some others, and some were settled by the foremen. There was no separate account kept of these settlements; if a barrel of flour was given, an account was kept on a piece of paper, by the foreman, and given to me—those bills of board I returned to Mr. Steele; I have not had a final settlement with Mr. Steele relative to the break, and some bills of the board are not returned yet. So far as I had bills to present, Mr. Steele and I did settle. When the hands boarded at private houses, I paid more than thirty cents per day for their board, as for instance, Mr. Boyles; I did return to Mr. Steele an account on paper to enable him to ascertain how many men I paid thirty cents per day for their board, and how many I paid more than thirty cents per day, or at least some of them; Mr. Steele could only come at the fact as to when all the boarding money was paid, partly by my word, and partly by the papers I furnished him: it was impossible for me to know how many boarded at private boarding houses, and how many boarded at the shantees, except by the accounts of the foremen: these accounts for boarding, were not rendered by the foremen under oath; Mr. Steele never objected to that manner of keeping the accounts; I considered that the pamphlet called "Canal Regulations," did prohibit foremen from purchasing tools, provisions, &c., but not on the break; I considered that the instructions furnished me, in the resolutions sent me by the Board of Canal Commissioners, did release me from legal obligations to the "Canal Regulations," so far as contained in the pamphlet before

spoken of; I cannot tell whether the foremen had it in their power, if they had been so disposed, to deceive me in the accounts of time on the check rolls; I never did inform Mr. M'Mutrie that I was compelled, by reason of his neglect to furnish supplies, to send my foremen out from the work to purchase them, but he knew it; Mr. Law, clerk for Mr. Fenlon, one of my foremen, Mr. M'Carnon, assisted Mr. Chapman to make out his accounts; Mr. Sissler was my clerk; Mr. Law acted as a kind of foreman, and attended to matters about the shantees; I bought some provisions above Williamsburg; I got some from Dr. Coffee, and some from Mr. Green; I think we paid from \$7 50 to \$8 00 per barrel for the flour; I think the commonwealth bought no feed for horses; I do not recollect of ever authorizing any one to purchase a lot of chopped rye or oats for the commonwealth, nor do I recollect of signing a bill for any; I never authorized a bill to be furnished for one kind of material, when another had been furnished, to the best of my recollection.

Mr. Steele told us that the commonwealth would not settle for any feed: There had been some bills furnished against the commonwealth for feed, but were sent back again and not paid, I think this was done two months before the work was finished; I do not recollect of any bills of that kind having been paid: I considered it Mr. Steele's duty to see that the bills were correct, as well as mine: I think I certified to a good many bills in Mr. Steele's office, some of which had been paid before I certified to them: At the time I bought the articles from Dr. Coffee & Mr. Green, I do not think I was offered them lower anywhere else: I can't tell whether provisions rose or fell after the break; I think there was a rise in flour; I bought iron from Mr. Irvin of Centre county, I do not recollect that I was offered iron lower, delivered on the work, than I paid Mr. Irvin for it: I recollect of Mr. Williams, agent for Mr. Curtin, speaking to me about iron, in Hollidaysburg, I do not recollect that I ever promised to see Williams and give him an answer about some iron, I wanted: I do not know that time was allowed to any men, when they went from my division to attend the Inspectors' election at Huntingdon; I was not on the line that day; I do not recollect the talk I heard relative to the propriety of men going to the election on the day of the Inspectors' election from off the line, I was not informed by any of the foremen that men had been paid for going to the Inspectors' election from the job: I remember of a return being made of some state hands from Mr. Fenlon's job, that worked for Mr. Hileman a few days, I think there was a return made of them by Fenlon, but I can't tell how it was done: Some part of the passage money was paid of those men who came from Pittsburg, and the passage money was paid of those who came over the mountain from Saltsburg and Johnstown: There was no foreman, except Mr. Duffy, with those men who came over the mountain; I came with a good many of them myself, I did not consider those men who came over the mountain entitled to time while on the way; The men I brought over, staid a night in Hollidaysburg, they staid at different houses, I paid a bill of board for some of these

men to Peter Boyle's in Gaysport ; I paid bills at different places for them, I cannot tell to whom: These bills were afterwards paid out of that amount, designated before as the board bill: There was no bill returned against the commonwealth for these expenses, that I recollect of: In accordance with the directions of the Canal Commissioners I sent on and had some handbills struck, I sent some of them to Pittsburg: There were a number of men, I think more than two hundred came from Pittsburg; The amount of Leech & Co.'s bill for carrying them was \$720 00, I think; I do not know whether the handbills offered to pay their expenses for coming or not; they were not struck for Pittsburg alone, they were sent in different directions of the country; Mr. King the supervisor on the lower division near Pittsburg, brought on one lot, Mr. Patterson collector of the aqueduct, at Pittsburg, brought on another lot, and Mr. Carens (I don't know whether he was an officer or not) brought on another lot; Mr. King told me that they should be paid for bringing up those men, he said the canal commissioners told him so; Mr. Steele paid Mr. Patterson's bill of \$80 00 and odd; I paid \$100 00 to Mr. Patterson for Mr. King and took his receipt for it; I paid Mr. Arthur \$500 00 in three receipts, two of \$200 00 and one of \$100 00 to the best of my recollection: There is yet \$220 00 unpaid—Mr. King claimed \$123 00 more; I think I did not certify to a bill of \$720 00 for the transportation of those troops; Mr. Arthur certified to his bill before Esquire Henry, I think I went with him: The Canal Commissioners told me that any expenses incurred in procuring hands should be paid; Mr. Patterson and Mr. Carens returned after they brought the men over the mountain; I sent word to Mr. Patterson and Mr. King to send or bring on men for the work; I don't recollect sending to Carens's.

A. M'Connell's examination postponed, Saturday night August 24th, 1839, to be resumed on Monday the 26th inst.

Mr. M'Connell wishes to add, that all the bills spoken of in the foregoing deposition—all sworn to—to the best of his recollection, as stated in said deposition, and that he believes them to be correct to the best of his knowledge.

ALEX. M'CONNELL.

Sworn and subscribed to, before me, this 26th }  
August, A. D. 1839, GEO. R. ESPY. }

JOHN BRETT, *sworn*.—I was working on the rail road when the break took place; I then came to the break, and worked for Barney Duffy; I think it was the 25th or 26th of June, 1838, I came on the break; I worked the balance of June as a common hand, and on the first of July, Duffy gave me a day book, and told me to take charge of all the men I could manage. When the hands became too numerous for me to attend to the taking of their time, Duffy sent round a boy to take the time of the men, and report to me at night; I looked over the account of time each night, and corrected it, if necessary. All the hands on Duffy's job boarded at the public shantees, except

seven or eight, who boarded themselves ; I think at most, Duffy had one hundred men on his job ; I know that Barney Duffy had one two horse team ; I knew Mr. Cook, who worked on the job ; I do not know that he had a team then : his Christian name was Henry ; he came as a clerk, to write in the office ; he was no relative of Duffy's or M'Connell's, as I know ; I asked Duffy, when I was looking over the time book, whether Cook was to have time for his team : he said yes ; I understood that a two horse team that worked on Green's job, belonging to Mr. Cook, and the time of that team was kept on Duffy's check roll : some times this team worked on Duffy's job ; also the widow Donely's son drove Cook's team. This team hauled wood for a few days at Duffy's job ; Green's job joined Duffy's. It was about a mile from the shantee on Duffy's job to the shantee on Green's. There were two yoke of oxen worked on Duffy's job : they did not work all the time ; the oxen worked on Green's job before they came to Duffy's : they came to Duffy's job about the last of November or first of December ; I understood the oxen belonged to Mr. M'Connell ; I understood that Cook's team was M'Connell's : the boy who drove Cook's team, was about sixteen or seventeen years of age : the team was always driven by boys, I think ; I was not generally present when the hands were paid off ; I do not know of any other reason for having M'Connell's team set down on the check rolls as Cook's, unless that M'Connell did not wish to have it entered in his own name on the job. The oxen were entered in the name of the man who drove them—his name was James Crawford ; Bradley had oxen in the early part of the summer on that job ; I knew Michael M'Gwin on the job. He had a team. I knew Thomas Nowlan—he had no team ; I had no team on the work ; I did not know such a man on the work as Isaac Naall or Nowel : Stephen M'Bride had a cart there ; on the October check roll, 1838, I signed my name for thirty-one day's pay, at two dollars per day ; I think I did sign my name on that check roll, on the second piece of it ; I do not think that I was ever asked to sign my name more than once on the same check roll or piece of paper for the same month. My name, as it appears on the October check roll, appears on two different pieces of paper pasted together ; I was acquainted with James M'-Gloughlan, and two or three of his brothers, who worked on that job—they had but one cart among them, and no teams, either of oxen or horses ; I think no other person ever drove the oxen, except James Crawford ; I did not know William Orie on that job ; I knew Hugh Maloy—he and his family kept the shantee ; he had no team on the job ; Maloy had a mare, I think, at work on Fenlon's job ; I never knew Maloy to have a cart on the work : the mare some times worked on Duffy's job, also—some times she worked in harness, and some times they rode her ; I do not recollect of any man by the name of Thomas M'Glaughlin on the work ; I think that Mark M'Glaughlin never worked at any thing else except driving the cart, unless for a few days : he changed with his brother William—they were both boys ; I knew no such man as Godfrey Gillhouser on the job ; I knew Patrick M'Cormack—he was an under boss on Fenlon's job ; Patrick

M'Cormack and I left the work together—he had no team on the work ; I knew him in Ireland—we were intimate ; I have seen Patrick M'Cormack write—he writes a poor hand ; I do not think that he signed his name on the September check rolls ; it is not his handwriting, to the best of my knowledge ; I knew no such man as Joseph Hutchison on the work ; I did not know James Pastors ; I did not know any person by the name of Michael Drorigen or Durgan ; I did not know Anthony Crookes.

For the month of July I received \$42 00 as my wages and no more ; I do not think that on the July check roll, the name that purports to be there attached to a team is in my hand writing ; For the month of November I received \$68 00, and that was the highest amount of money I ever drew in any one month ; Mary Bradley is in fact the wife of Hugh Maloy—Maloy had a little girl of eight or ten years of age living at the shantee, called Mary : All I know about articles being sold from the state shantee to persons boarding at other places, is, that I killed two beeves and a part of them was sold to a man that boarded some of the hands at Spang's works ; This beef he got by Duffy orders, Duffy took the weight of the beef, he made out the bill ; I do not know what amount the bill was, or the weight of the beef ; Duffy paid me \$100 00 for the beef and that was all the money I got for it ; Duffy showed me the head of the bill, I never saw the face of the bill, to know how much it amounted to : Those two beeves were all that I ever sold to Duffy ; My father sent the beeves to me, he expected to get \$100 00 for them on their feet ; The beeves were both killed on the same day ; My father sent the beeves in the month of October ; I never sold to the commonwealth any thing but the two beeves, nor did my father, whose name is Patrick Britt ; I never received any money other than the amount marked on the check rolls and the above \$100 00 ; I and other hands came from the mountain by request of Barney Duffy, to the job ; Barney Duffy paid me the amount of a bill for one night's lodging at Henry Lamar's for four hands, when we were coming to the work, some time after we were on the work, amounting to \$2 25, bill No. 25, letter A., John Britt's bill : I received no money from any other man, for bringing hands to the work, except the amount of the above bill from B. Duffy ; I was the last man on the work, but Nowlen and Forren ; I never sold either butter or grain, to any person on the line ; I think the two beeves weighed about 1000 lbs. : For the 19th, 20th, 21st, 22d and 23d days of June 1838, I received no pay, bill marked letter D., No. 2, John Britt, \$203 60 : I never sold any other articles mentioned in that bill, nor did I know until this moment (the time of the examination) that any such bill was made out in my name against the commonwealth, except the beef above mentioned : I packed a part of the goods in the boxes that were afterwards sold by Mr. Hewit in Hollidaysburg, and nailed them up : From the first of June till the 24th or 25th of the same month, I worked on the rail road under B. Duffy and got no pay for it ; B. Duffy kept the time at the aqueduct, when Duffy was not on the work I used to go and mark the time myself ;

Duffy continued to keep the time till the hands all left; I do not know that Fenlon kept my time there; Rule kept time between Duffy's and Fenlon's job; I never saw James Fenlon a public time keeper at the aqueduct; He would of had to cross Rules job, to get to the aqueduct; Stephen M'Bride kept the granary belonging to the commonwealth for some time; Stephen M'Bride called on me often to charge those who got grain, he was an illiterate man: I understood the grain was purchased from Williamsburg mills for the commonwealth, when I say grain I mean horse feed, oats and rye, &c.

JOHN BRITT.

Sworn and Subscribed, before me, this 26th day }  
of August, A. D. 1839, GEO. R. ESPY. }

SAMUEL CALDWELL, Esq., sworn.—I bought a common dry good box filled with blankets, and bed ticks, and sheets; There were ten blankets, either thirty or forty sheets, and bed tick, and bolsters; I paid between ten and fifteen dollars for the box and all it contained; I bought two or three lots of drills and crowbars, I think there was eighteen or twenty pieces consisting of drills and crowbars, I think about half of each, I paid twelve or fifteen dollars for this last lot, at any rate the whole lot box and all amounted to from twenty-three to twenty-five dollars; Robert Cairnes bought another box at the same sale, boxed up likewise; I saw a number of new shovels sold and bought by Peter Hewit, there were several dozen of them, I think they were sold by the half dozen, with the privilege of taking the whole number: When Charles Boyles came to swear to his account, against the commonwealth before me, he explained the manner of keeping his account to me in the following manner; He told me that he boarded a number of the hands at his house, (he was a lock keeper) and had been furnished with provisions from the state shantee; when he settled his account, he was compelled to swear to the full amount of his bill against the commonwealth, and then the bill of the provisions he had been furnished with, was deducted from his account, and if there was any money found coming to him the balance was paid in money: I staid till the sale was over, and there was a lot of round iron left unsold for which I bid, but did not get it, I think there was a ton or more; Mr. M'Connell told me to give the bosses whatever they wanted, I give them anything the bosses wanted; I heard some deal of talk about the foremen selling public property before it was removed to Hollidaysburg; I bought a couple of whiskey barrels from John H. Stonebreaker, they were empty barrels, this was before the winding up of the work; he asked me 87½ cts. for them, they are not yet settled for; I have an account against him.

SAMUEL CALDWELL.

Sworn and subscribed, before me, this 26th day of }  
August 1839, GEO. R. ESPY. }

ALEXANDER M'CONNELL, *re-called*.—I never authorized any person to enter one article when another was furnished, except in one instance, where corn was purchased, and I cannot tell now whether the corn was whole or chopped; I do not know, to the best of my knowledge, that any other entry was made on the check rolls, but the time of men and teams. There was some additional time added to the check rolls, to pay the expenses of those men who came from Pittsburg, I think; I cannot tell what amount of time was thus added—whether it was five days, or one hundred days; I do not recollect what Patterson, King and Cairn's bills were for; I do not remember that there was any talk or contract with D. Leech & Co. about the bill being paid, for bringing over those men from Pittsburg to the break: I do not know when bills for teams were made out, that they were always made out in the name of the owners of them; I did know Patrick M'Cormack, I cannot tell on which job he worked, I think he worked on Fenlon and Duffy's jobs both; I do not know whether he had a team or not; Mr. Laughrey had a team on my division; the commonwealth, I was told by Mr. Steel, would not own any teams, and when I talked to him of having teams, he told me there would be thought no impropriety in having teams over in my own name; I do not know that I had any particular reason for having the time of my teams kept in the name of other persons than myself on the work; I do not recollect of authorizing any other teams to be kept in different names than in the owners of them; I do not know of any other teams having been kept in any other persons names than the owners: I do not recollect that more pieces of check rolls were pasted together than were necessary to hold the names; Some of my foremen kept copies of their check rolls, I think Mr. Green, Mr. Chapman, Fox, Patterson and Rule, kept copies of their check rolls; I do not recollect whether Fenlon and Duffy kept copies of their check rolls or not, I do not remember of ever receiving copies from Fenlon and Duffy; I have got the copies that I received at home, I do not think that the copies were attached together, these copies were not sworn to, to the best of my knowledge; some of them perhaps were sworn to, I can't remember: Thomas Patterson's check roll for September 1838, is signed by me and in my hand writing, and I believe it to be correct to the best of my knowledge; I cannot assign any reason why the certificate pasted to the bottom of Thomas Patterson's check roll, as it appears now, (the time of examination) is so attached. I cannot tell whether Thomas Patterson filled up the body of his certificate to the above check roll or not, or whether it is in the hand writing of the justice before whom it was sworn to. On the piece of paper attached, on which the certificate is written, I cannot tell whether the figures are those of Mr. Steele's or Mr. Patterson's own. The amount of the certificate is greater than on the body of the check roll; I cannot recollect that I ever signed or certified to more check rolls than were returned to Mr. Steele—not more than one for each month to each foreman; I mean such check rolls as were returned to Mr. Steele. Bill No. 25, marked letter A, John Britt, is made out in Barney

Duffy's hand writing. The signature to the certificate is in my hand writing, as, I believe, Bill No. 2, marked D, John Britt, \$203 60.—The body of the bill is in the hand writing of Barney Duffy, also, and the signature to the certificate is in my hand writing, to the best of my knowledge; I gave Thomas Patterson, my foreman, three lock houses to build; I sold a crane and lot of old plank to Mr. Patterson, and returned the amount to Mr. Hewit.

ALEXANDER M'CONNELL.

Sworn and subscribed before me, this 26th day of }  
August, A. D. 1839, Geo. R. Espx. }

JAMES FENLON, *sworn*.—Mr. Fenlon, on being sworn, asked the privilege of being exempted from answering any question that may appear to him improper, he being at present held to bail to stand his trial at the November term of the Court of Quarter Sessions at Huntingdon county, Pennsylvania, to answer to such charges as may be preferred against him, relating to the expenditure of the public money on the breach of the Pennsylvania Canal, in 1838—which was freely granted by the Auditor General.

I was employed by Mr. M'Connell on the last of June, 1838, to go on and assist him on the break on the Pennsylvania canal; I remained on the work till about the last of November, I think; I had some conversation with Mr. M'Connell about the work, before I agreed to go with him: he told me that as he was then engaged on the rail road, unless I went with him, he would not undertake to go; I told Mr. M'Connell that I would agree to go with him on the break, provided he would let me take my teams with me, and give them work—to which Mr. M'Connell agreed, and I went with him; I then received directions from Mr. M'Connell to go and get as many men as I could, and take them with me; I got men from the rail road, as many as I could, went on the work and commenced building shantees; I think I was the first man on the work; I took no teams with me when I first went on the work, but my teams were at work on the rail road the next day after the flood, to assist on the rail road at Hollidaysburg: it was also broke; I kept the time of my teams while at work there myself; I was located above Water Street in July or August—I think it was in August. About that time, I took charge of the job above Water Street, as foreman of the job; I never kept time for a man on the line, to the best of my knowledge; I cannot tell how many men were employed in helping to build the shantees; I took from the mountain about thirty or forty hands: they were scattered along the line at different points. About three, four or five days after I went on the rail road. I received my appointment from Mr. M'Connell; I wish to be excused from answering to the question, How many teams I had on the work; I was not a foreman, but an assistant on the work, till I went down to Water Street dam; I had my teams on before I worked as foreman; I think that telling the number of teams I had on the work, I cannot answer for the reason before stated; I had different numbers, at different times, as I have rendered

the time for my teams on bills; I can't undertake to answer any questions relating to either the time or the number of my teams. My teams were driven by different persons, taken off the work: the name of one was Adam Ream, another Gay; I told Mr. M'Connell unless I got the privilege of keeping my drivers on the check rolls, I would take my teams away—I was getting too little wages for them. He agreed that I should do so; Mr. Duffy had an interest in all the teams I had on the line; Mr. Duffy had some teams on the line, that belonged to himself exclusively; I had a team of oxen on the work for a short time; I had but one yoke; I helped B. Duffy to add up his check roll, and I was present when he paid off some of the hands; I helped others to add up their check rolls; I do not know whether B. Duffy kept the time of all his teams on the check roll, or not. The reason why I know that B. Duffy kept the time of his teams on the check roll, is, that he had teams on the line in other men's names; I told him this was improper, and that he ought to keep the time in his own name, or not keep them on the line at all; I cannot tell what his reply was; I cannot tell whether he continued to keep his teams in the same way or not afterwards, although I added up, I think, every one of his check rolls; I cannot tell how many teams B. Duffy had distinct from mine; I knew him to have had four or five horses, sometimes Duffy sent down for my wagon to my job. My teams haul all over the line, to every job on the line, if I mistake not; I got a memorandum of the time of my teams from my drivers, and kept the time of my teams myself, as I frequently travelled along the line; I think I bought two loads of flour for myself, and sold it again to the commonwealth, and a quantity of bacon, which I sold also; I think there were two or three hogsheads of bacon; I do not recollect of Mr. M'Mutrie sending any thing but groceries, and at one time a quantity of bacon and some bed clothes. He sent whiskey also; Mr. M'Mutrie sent articles at all times when I sent for them; I gave Esq. Law, my clerk, authority to purchase any articles he thought necessary for the hands, when I was present; Mr. Steele, I think, paid the first estimate—I mean Samuel Steele, clerk to James Steele: he paid it in company with myself. Pretty much all the balance was paid, either by myself or by Esquire Law. Some times Mr. Steele and some times Mr. M'Connell gave me money, which I receipted to Mr. M'Connell, I think, for it—which I paid to the hands myself, or left it with Esquire Law, to pay it when I was absent; I employed a number of bosses, to take charge of each squad of hands: they kept a daily account of the time of their hands, which they returned some times every night, some times twice per week, and some times only once per week, to the clerk, and he took it down on the general check roll, printed for that purpose. In some instances, I might have written some in the check roll myself. The next was paying it off and swearing to it, and then it was handed over to Mr. M'Connell; sometimes the check roll was handed to Mr. Steele by myself: if Mr. Steele or Mr. M'Connell could not pay the amount of the check roll, when presented, they gave me a writing that they owed me so much.

Whenever any persons, from whom we had got articles, come in and presented their bills, if we had money we paid them ; some times I paid those bills before they were certified to by Mr. M'Connell, but generally the bills were first certified to by Mr. M'Connell before paid ; I cannot tell that Mr. M'Connell purchased much of the provisions or necessaries for the men ; I took the word of those men who kept time, when I was not present, for their accounts of the time of their hands being correct as they returned it ; I did not require their oath to the correctness of their returns of time. In one or two instances, I mentioned to the foremen the propriety or necessity of requiring the oath of the foremen to the correctness of their returns of time : they said they would be willing to be qualified to their returns—they never did so, however ; I brought on some men to Spang's aqueduct ; the time of these men was kept by the foremen ; I swore to the check roll upon the job at Spang's aqueduct ; I was at the aqueduct eight or nine days of this time. There was another small check roll at Green's job, that I swore to its correctness ; the reason why I swore B. Duffy's check roll, is, that I was going on to Huntingdon, and Duffy could not go—and the reason why I swore to Green's check roll, is, that I knew better about it than any one else. The check roll at Spang's aqueduct, or B. Duffy's job, was made out in my own name, if I recollect right ; I think that the name of Allen Rose, the foreman carpenter at Green's job, was erased out of the other check roll, and my name inserted in its place. The only evidence of the correctness of the bills of articles that myself or my clerk purchased, was either the oath of the persons in whose favor the bills were drawn, or the word of myself or clerk ; I do not know of any instance in which either myself or clerk swore to the correctness of bills ; I think that Mr. Law kept an account of the articles that were purchased, and he made out the bills on the day of settlement for the persons who sold to us ; I directed Mr. Law to keep an account of the weight of the articles ; I do not know whether he kept a book or not ; I had free access to the books and papers of my clerk, or in other words, to his accounts ; I did not file or keep any copies of the check rolls of the bosses. The copies of all the check rolls (except one) that were returned to Mr. Steele, were kept ; I cannot tell where they now are ; I gave them to Mr. M'Connell, or some one else, and Mr. M'Connell gave them back to me, and now I cannot tell what has become of them ; I kept the bills of persons from whom we purchased beef or butter, and filed them till the day of settlement ; I cannot tell where they are now ; I never kept time for a man, either on the public works or off it. In one instance, when a few men went to harvest for Mr. Heliman, I think their time was kept on the check roll ; Mr. Heliman did not pay the state hands : he paid the money to me for that and some other articles, ( I think it was whiskey I sold him.) This is the only time that I have any recollection of where the like was done ; I do not know whether any of the men from the job went to the inspectors' election at Huntingdon or not ; I was not on the line that day ; I never heard of this till the other day ; I do not know anything about boards belonging to the commonwealth being taken to fix

up the house to hold the general election in Morris township ; I saw no kind of work being done at the house where the election was held on the day of the election ; I cannot tell whether I drew pay for the ninth day of October, 1838. It is possible I did ; "How many of your hands worked on the ninth day of October?" I think the majority of them worked a quarter of a day, and whether they were paid for the whole day or not, I can't say ; I got no directions from Mr. M'Mutrie to take some of my hands to Huntingdon dam, to the inspectors' election ; I was not on the line that day ; Mr. M'Connell instructed me how to keep the check rolls, to charge my hands thirty cents per day for their boarding, and mark them on the check roll at \$1 25 per day ; I got \$2 30 per day, my boarding deducted, (30 cents per day, the same as other hands) ; I cannot tell you whether the bills for boarding was charged and deducted from the pay of the former or not ; I furnished a bill of boarding with each check roll, with the exception of the two small check rolls before spoken of, that is, Green's and Duffy's. These I cannot recollect whether I furnished a bill of boarding in the same way as in the other case—whether I gave an item account, or the gross sum in figures ; the bills for boarding were all put inside of the check rolls. The system of pasting the check rolls together, consisting of separate pieces, I think I was not instructed to adopt by any person ; I think it was an idea of my own ; I never was a foreman before on the public works ; I did not know Kaziah Beaty ; I did not stay till the work was entirely finished ; I left as soon as my work was finished ; I packed up the tools and bed clothes and the furniture of the shantee, and locked the shantee and gave the key to Mr. Duffy, who was Mr. Hewit's foreman—I had no carts, my teams were all kept in my own name, except after the job I had was finished, the team was kept in the name of Mr. States for three or four days ; I furnished all my own feed. The feed I sent for was charged to myself, and I paid for it ; I paid Mr. Neff for every bushel of feed I got from him ; I do not know for what proportion of the feed that was got from Mr. Neff I paid, but I paid for all I got myself ; I kept a riding horse, I was allowed either \$1 00 or \$1 25 per day ; I think it was marked with the team time ; I think I had the check rolls attached together before I paid them off ; I do not know whether the check rolls were in the possession of Mr. Law after they were made out ; I do not think that I ever swore to a check roll before it was pasted together, with the exception of one—I think the last one ; I cannot tell whether provisions rose or fell after the break. When I paid bills, they were receipted as if paid by Mr. Steele ; the bills were printed in that form ; I was not instructed to get such receipts. Hands and teams were hard to get ; I had some times to change the men from one work to another, for want of teams. In addition to those articles I said Mr. M'Mutrie furnished, he also furnished nails, spikes, plank, boards, &c. ; I have seen Duffy's horses hauling lime and wood ; Mr. Duffy kept a riding horse ; I think for my two horse teams, I got from \$4 00 to \$4 50, and if I had a three horse team I made no deduction, because the other horse

was working at some thing else ; one team quit work because it could not be kept at work every day ; I am not certain that I gave the copies of the check rolls to Mr. M'Connell ; I was not at Huntingdon on the day of the inspectors' election ; I was very often off the works at saw mills, and out for articles, &c. For my yoke of oxen, I got either \$3 50 or \$4 00 per day, to the best of my knowledge ; I do not recollect of any thing improper, at present, having been done on the work not before stated.

JAMES FENLON.

Sworn and subscribed before me, this 29th day }  
of August, 1839, GEO. R. ESPY. }

JOHN CONRAD, *sworn*.—I was employed by John H. Stonebreaker on the break, I think in the month of July, 1838. The major part of the time I worked, I had a three horse team, and a part of the time I had a two horse team ; I hauled at the Water Street dam—I had no other team ; I think John H. Stonebreaker had no teams on the work : his boy hauled some wheel barrows to the work ; I did not know that John H. Stonebreaker's father had any teams on the work. Old John Stonebreaker did not work on the break that I know of ; I was the last wagoner on the work : I quit on Saturday, and I understood the water was let into the canal on the following Sunday ; I did not board at the public shantee—I boarded part of the time at John Davis' and part of the time at Mr. Mitongus', the miller ; I was allowed \$5 00 per day for the three horses, and \$4 00 per day for two horses ; I hired from Samuel Miterm a horse part of the time ; I did not work long with three horses ; I do not know of any tools, goods or provisions being sold off the line to any person ; I live about a half mile from John H. Stonebreaker's ; I went home generally on Saturday night—some times I took the wagon, some times I did not, but I always took the horses ; I hauled coffee once from the shantee to John H. Stonebreaker's house in my wagon ; I took up some fish and beef for him twice. Where the books was kept was called the office, and where the men boarded was called the shantee ; I hauled a small keg of molasses, I think. There was a man who met me and said it was beer, and wanted a drink ; I think I got this keg in the shantee or ware house ; I never took either bacon or hams from the shantee for Stonebreaker : the small lot of beef I took home for him, was in an old flour barrel ; I hauled two parts of bags of flour from Mitinger's mill for him. The above is about the amount of all I can recollect, at this time, relative to hauling home for Stonebreaker. I saw Stonebreaker get sugar and salt at Cunningham's ware house, which I loaded up and hauled home for him ; I do not recollect of getting any thing else at the mill, or at Cunningham's ware house for Stonebreaker ; I never saw any goods put on the wagon of the son, or the old man, John Stonebreaker ; I got some oats and some meat from him, which John H. Stonebreaker was to pay for me ; I have given him credit for the articles in our private account. The name of the man I got the meat from, is Shoultz ; some of the oats I got

from Stonebreaker, and some from Mr. Cunningham: part of these oats I paid back to Stonebreaker; I only borrowed them from him; I do not know of any other team than mine that hauled goods home for Mr. Stonebreaker during the break; I never knew of any flour, by the barrel, being hauled from the break up to Stonebreaker's house; I never helped Mr. Stonebreaker to make out his check rolls or his accounts; Stonebreaker paid me for the time I worked on the line; I never helped Mr. Stonebreaker to load goods at the shantee, either on my own or any other person's wagon, except those before spoken of; I hauled a chest, with a little tea in it, for Mr. Stonebreaker at one time; I know Robert Lytle, of Alexandria; I do not know whether he worked on the break or not; I saw the old man, Lytle, on the work repeatedly; I never saw him do any thing; I don't recollect whether he was engaged on the works at all, or not; I cannot tell what quantity of coffee I hauled from the shantee home for Stonebreaker: it was in a sack—I think the sack was longer than a one bushel bag. It appeared to be full; I returned two or three bushels of oats to Stonebreaker: I got from him about eighteen bushels; I am married to the sister of John H. Stonebreaker; I bought other oats from Stonebreaker, which he took from Cunningham's ware house: he said these oats belonged to him; I do know that Stonebreaker and Taylor had a quarrel, (Taylor was boss of the carpenters); Stonebreaker told me, the cause of the quarrel was partly in consequence of Taylor wishing to continue on, on the work, and partly in consequence of a proposition that Taylor made to him: I did not learn what the proposition was; I cannot tell whether any of the public property was kept at Cunningham's ware house or Mitinger's mill; Cunningham's ware house is not a quarter of a mile from the dam, and Mitinger's mill is about half a mile, at Water Street.

JOHN CONRAD.

Sworn and subscribed before me, this 26th day of }  
August, A. D. 1839, GEO. R. ESPY. }

NATHAN H. WRIGHT, *sworn*.—I was not engaged myself on the work; I had two horses and two carts on the work: their time was kept on B. Duffy's check roll. My carts were drove by two boys; William Ferril's son was the one, and Washington Genter the other: Valentine Rough drove a while for me, till he got hurt. The one cart commenced on the 5th July, the other two or three days after; I took them off some time in November: they were engaged all the time from the 5th of July till the time they were taken off; I was clerking then for Mr. Spang, at his works; I attended to Mr. Spang's books and in the store; I think Mr. Spang got the shantees for the use of the ground they stood on: they were given by Mr. M'Connell and Mr. Duffy; Duffy weather-boarded his office towards the close of the work; Major M'Mutrie was at the works; William L. Spears and he were talking: they called me to them—they asked me what I thought of it, to go the dam at Huntingdon. They said Duffy and Rule were going to send some hands down to be there at the inspect-

ors' election ; I told them I would go ; I made my own arrangements to go ; I cannot say how many men went ; I went over to Huntingdon the first evening ; I staid there two or three days ; I went to the dam a couple of times ; I was not at the dam the day of the election ; I think five or six men went from Duffy's job : I think fifteen or twenty went from Rule's job ; some went from Mr. Patterson's job, and some from the public works at the forges ; I understood from Mr. Springer, that Mr. Whittaker, the Supervisor, said that the bills of all the hands that went down to Huntingdon should be paid—that is, that Whittaker would pay their bills ; Mr. Springer was a boss on the line ; I think that I heard Major M'Mutrie say, that he could easily fix it, (meaning the bills of the men,) by charging the commonwealth with a barrel of shad, or something ; I cannot recollect who were present when Mr. M'Mutrie said this, but it was in Mr. M'Connell's entry, next the bar room ; I heard Mr. Campbell, late Prothonotary, say that there was collection made to pay these bills, and that he gave five dollars himself towards it ; Mr. Campbell told me this within the last five or six days, and subsequent to the commencement of this investigation, held by the Auditor General ; I was within hearing of Major M'Mutrie when he made use of the above expressions relative to the paying of the men's bills : it was in a crowd ; I understood that Mr. Duffy and Mr. Fenlon were in partnership on the work, but I was not informed of this from either Duffy or Fenlon, but merely from common rumor ; I knew John Britt : I heard B. Duffy call him an honest fellow ; I have always understood he was an honorable fellow ; I never knew of any of the officers on the canal to sell any of the property of the commonwealth at the works. I do not recollect of any of the people about Mr. Spang's to have been supplied with provisions from the shantees ; Mr. Spang's teams never hauled any for the line : he sold them a great many goods ; Mr. Spang allowed me to let Mr. Duffy, Mr. Rule and Mr. Green have goods at twenty-five per cent. less than we were in the habit of charging the hands, for dealing with us.

NATHAN H. WRIGHT.

Sworn and subscribed before me, this 26th day of }  
August, A. D. 1839, GEO. R. ESPY. }

HENRY COOK, *sworn*.—I was employed by Mr. M'Connell, in 1838, on the breach ; I was on the work from the 25th of June, till the 5th of November ; I was engaged principally in attending to the loading of wagons at Hollidaysburg and Huntingdon ; I had no team of my own ; I first attended to the loading of wagons ; I spent most of my time in Huntingdon ; I was part of my time at Green's job, and part of it at Duffy's job ; I helped both Green and Duffy to copy their check rolls ; I also helped Mr. Rhule to copy his once or twice ; I think the copies that I helped to make out, were intended for Mr. Steele ; I was not engaged in the purchasing of provisions or materials at any time ; I don't recollect that I ever made out any bills ; I knew John Britt on the work : he was a foreman over the hands who were en-

gaged in excavating ; I do not know whether Britt had a team on the work or not ; I do not know whether B. Duffy had any teams on the work or not ; I recollect he, Duffy, had a horse and cart ; I cannot say exactly the month Duffy brought the horse and cart on the work ; I think it was July or August ; I do not remember of Duffy having any other carts or teams ; I do not know whether Mr. Rule had either carts or teams on the work ; I got two dollars per day ; I think my time for the month of June and July was kept on B. Duffy's check roll, and the balance of my time I made out in a bill, and was sworn to it before a justice of the peace ; I was not on Duffy's job all the time of the months of June and July ; I was hired in Johnstown ; I went from there to Freeport after hands ; I was part of the time of the months of June and July at Hollidaysburg and at the work ; B. Duffy was not with me at Freeport and Johnstown ; I kept a memorandum of my time, and gave it to Mr. Duffy, and Mr. M'Connell ordered him to put it on the check roll, (this was for the months of June and July) ; Mr. M'Connell had one two horse team, and two yoke of oxen on the work ; Mr. Green kept the time of the oxen, and Mr. Duffy kept the time of the horses. The horses worked on Duffy's job, and the oxen on Green's ; I do not recollect the reason why B. Duffy made out part of the check roll, and I part of the same check roll ; B. Duffy never gave me any reason for cutting the check rolls and pasting them together ; Mr. Duffy's check roll for June, 1838, I made out within three lines of the bottom of the first piece of that check roll ; I took the names off B. Duffy's time book. The last three names on the same check roll, (or on the first piece of it,) are in the hand writing of B. Duffy, and all the rest of the writing on the balance of that check roll, with the exception of my own name, is in Duffy's hand writing, I think ; I think there was a man of the name of Patrick M'Cormack on Duffy's job. Check roll for the month of September, 1838, is all in the hand writing of B. Duffy. M'Connell's teams were kept in my name ; I can give no other reason for this, than that Mr. M'Connell ordered the teams to be kept in my name. Mr. M'Connell told me the teams were kept in my name : I did not ask him his reason for so doing ; I signed my name on the September check roll, for the receipt of \$112 50 ; I never received any part of that money ; I do not recollect of any person by the name of Thomas Nowlan on the work ; I remember Stephen M'Bride—he attended to getting provisions and things. He was sometimes about the stable, sometimes about the shantee, and sometimes on the work ; I recollect Michael M'Guire had a five horse team, and sometimes a four horse team on the work ; M'Guire had but the one team, sometimes he had five horses in it, and sometimes four. Michael Durbin had a cart ; James Downey had a cart ; Nathan H. Wright had two carts ; John Withers had a cart, I recollect. These are all the teams I can now recollect of ; Mr. M'Connell directed me to keep my own time, and swear to it myself, after July. He gave me no reason for doing so, that I recollect of. He said something about it, I do not recollect what it was ; I did not know Kaziah Beaty ;

I think the oxen were on Mr. Duffy's job, in December. I know Charles Springer: he was engaged as a boss mason on the work, at Spang's aqueduct; I do not know that John Britt had a team. The time I was on the work I boarded at the public shantee. When Mr. M'Connell hired me, he hired me to see that the wagons were loaded at Huntingdon and Hollidaysburg, when I was there. He did not hire me as a hand to work: there was no deduction made for the time I boarded at the shantees, from my wages; I think the common laborers were paid \$1 25 per day; I was present when some of them were paid—the boarding was deducted from their bills. They then got \$1 25, less 30 cts. per day, (or 90 cts. per day); I understood that the boarding was to be deducted from the pay of the hands, by order of the Canal Commissioners; I saw Samuel Steele at different times; I never saw Samuel Steele help to load boards at Huntingdon, or superintend the loading of them; I saw Samuel Steele at Duffy's job and Green's job, with James Steele; James Steele struck the balance from the list of boarding made out, and Samuel Steele paid off the hands; Samuel Steele came once up to Mr. Rule's job, and left money to pay off the hands, and I think he came to Duffy's job at the same time; I think I made out bills for hauling timber, but for nothing else that I recollect of; I kept a memorandum of the loads that were hauled by the teams that I hired myself: they were paid by the load for hauling. The bills were made out by the load, I think: they were allowed two days for one load, except those that went to Williamsburg—they took longer; I do not recollect the names of the teams I hired.

In the month of July, I saw John Britt, Hugh Maloy and Charles Springer on the work, at Duffy's job, I was not on the work in the month of June 1838; The check roll from which the above names are read is marked letter A., B. Duffy, No. 13, \$391 66, June roll. The check rolls I signed my name to, when I received no money were presented to me by Mr. Green and Mr. Duffy, B. No. 14, Nathaniel Green's October roll, \$2,589 55 $\frac{3}{4}$ ; my name on this check roll for the receipt of \$196 00, I think is not in my hand writing: I knew Cornelius Cooke who worked for Mr. Green, I think he worked at his trade, he is a carpenter, I saw him about the Lock; I did not know Mr. Cook, on the work, C. No. 14, N. W. Green's roll, \$4,255 34 $\frac{1}{4}$  93 $\frac{3}{4}$  off \$4,254 40 $\frac{3}{4}$ ; This check roll is signed by myself for the receipt of \$194 00, I received no part of this money, I cannot tell who presented this check roll to me, when I signed it; I did not sign any check rolls for the same team twice, for the same month, C. No. 16, N. W. Green's September roll, on this check roll I signed my name for the receipt of \$200 00, I got no part of this money either; Letter A. No. 24, N. W. Green's \$1,855 33 $\frac{1}{2}$  for July, [check roll for] on this check roll I signed my name for the receipt of \$40 00, I did not receive this sum either; B. Duffy, Letter A. No. 13, \$391 66, June roll, I signed my name to this roll for the receipt of \$12 00, I did not receive this money; Letter A. No. 15, B. Duffy, \$4,510 80, August roll, this roll is signed in my name for the receipt of \$121 50, but

not in my hand writing, I think, my name is signed to it in B. Duffy's hand writing: Letter B. No. 17, B. Duffy's October roll, \$3,511 23, my name is signed to this roll for the receipt of \$121 50, but not in my hand writing, it is in the hand writing of B. Duffy, I think; Letter D. No. 12, B. Duffy, November roll \$4,124 24 $\frac{3}{4}$ , my name is signed to this roll for the receipt of \$117 00 in my own hand writing, I did not receive any part of this sum either; B. Duffy, roll September 1838, Letter C. No. 21, my name is signed to this roll, for receipt of \$112 50 but not in my hand writing, I think it is in B. Duffy's hand writing; Letter A. No. 14, B. Duffy, \$3,674 70 July roll, my name is signed to this roll for the receipt of \$104 00, I did not receive this money.

HENRY COOK.

Sworn and subscribed before me this 28th day of }  
August, A. D. 1839, GEO. R. ESPY. }

WILLIAM HOFFMAN, *affirmed*.—I was employed by Mr. M'Connell on the first of July 1838, to work on the break; Mr. M'Connell hired me at Blairsville as foreman carpenter at \$2 50, I was engaged from the first of July till towards the last of November, when all the wood work was finished; Mr. Chapman (foreman) kept all the time, there was no other person who kept the time that I know of; Mr. Chapman was there all the time, except when he went home, and was absent four or five days, I do not know how Mr. Chapman knew who worked when he was absent; Mr. M'Cumon was Chapman's clerk, he lives near Williamsburg, whether Mr. M'Cumon kept the time or not I cannot tell: One of the stone quarries was about half a mile from the job and could not be seen from where Mr. Chapman was, in other words the hands were so far divided, that one squad could not be seen from where the other was at work; I cannot tell whether Mr. Chapman was absent longer than the time above stated; I had hands at work at one time about two weeks, about two miles down the line: The time of my hands was kept by Mr. Duffey, while I was down the line, Mr. Duffey gave it to me and told me to get it entered on Chapman's roll—Mr. Chapman entered it on his roll: Mr. Chapman paid me, and my hands: Mr. Chapman had one four horse team and a cart, that I think belonged to him; a young man by the name of Hill drove Mr. Chapman's team, Mr. Chapman's team was on the work all the time; I was in the office frequently when they were making out the check rolls; Andrew Smith had a four horse team on the work; there was also a two horse team owned and drove by a man of the name of Fulton.

WM. HOFFMAN.

Affirmed and subscribed before me this 28th day of }  
August, A. D. 1839, GEO. R. ESPY. }

